

Menards Self Storage Mitchell
2510 S. Capital Street
Mitchell, SD 57301
715-876-2822
Self Storage Rental Agreement – Mitchell

Date:

OCCUPANT INFORMATION

Name:
Address:
Home Phone:
Email:

ARMED SERVICES:

Commanding Officer:
Military Unit Name:
Military Unit Phone #:
Estimated Service End Date:

RENTAL INFORMATION

Key Code: Keycode can be obtained from payment confirmation screen.

Unit:

Amt. Due Monthly:

Rent Due Date: FIRST DAY OF EACH MONTH

Late Charge: Greater of \$20 or 20% of monthly rent

Bad Check Fee (NSF): \$25.00

PHYSICAL SPECIFICATIONS

Size:

Type:

ALL SIZES ARE APPROXIMATE

DO NOT SIGN THIS SELF STORAGE RENTAL AGREEMENT – MITCHELL ("AGREEMENT") BEFORE YOU HAVE READ THE ENTIRE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS CONTAINED IN IT. ANY AND ALL INFORMATION PROVIDED BY THE TENANT IS WARRANTED AS ACCURATE AND COMPLETE. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

TENANT STORES PROPERTY AT THEIR OWN RISK.

Operator is the owner of the self-service storage facility including the streets, sidewalks, parking lots, alleyways, entrances, common areas, halls and passages, and all other features of the property ("Facility") and rents to Tenant the self-service storage space ("Leased Space") indicated above pursuant to the following terms and conditions:

TERM: The term of this Agreement shall commence on the date written above and will continue on a month to month basis, until terminated in accordance with the provisions set forth in this Agreement. **This Agreement is effective and binding on both parties upon signature by Tenant and Operator's receipt of the first rent payment from Tenant.**

RENT & LATE CHARGES: The rent shall be the amount stated above. Rent is due the first day of each calendar month, in advance and without demand. If applicable, rent for the first month will be pro-rated starting from the date of execution of this Agreement. Operator reserves the right to require that rent and other charges be paid in cash, credit card, certified check or money order. Operator may change the monthly rent and other charges by giving Tenant twenty-eight (28) days advanced notice. The new rent shall become effective on the first day of the next month rent is due. Pre-paid rent is not refundable. If rent is not paid by the seventh (7th) day of the month due, Tenant agrees to pay a late fee as stated above each month until rent is paid in full. Tenant agrees to pay Operator the NSF charge stated above plus all bank charges for any dishonored check plus any late fees that must be paid in conjunction with the substituted check. These fees are considered additional rent and are to compensate Operator for labor and other costs of collection. Tenant agrees to pay all collection and lien costs incurred by Operator. The unit size of the Leased Space stated above is approximate and there is no abatement or adjustment in rent if the Leased Space is smaller or larger than declared. The Tenant has inspected the Leased Space and acknowledges that the Leased Space is suitable for the Tenant's purposes. Tenant shall not sublet or assign the Leased Space. Tenant warrants and acknowledges that no other person or persons will be acting on behalf of the Tenant. The Operator reserves the right to relocate Tenant at any time to any self-service storage space of comparable size.

AUTOMATIC PAYMENT: Tenant acknowledges and, unless Tenant declines enrollment in automatic payments, Tenant hereby authorizes Tenant's selected form of payment to be charged when due: (i) all monthly rental payments, (ii) any missed payment(s), (iii) any late fees, and (iv) any other charges allowed under this Agreement.

USE OF LEASED SPACE: Operator is not engaged in the business of storing goods for hire and exercises neither care, custody nor control over Tenant's stored property. Tenant agrees to use the Leased Space only for the storage of property wholly owned by the Tenant. **Tenant shall not occupy the Leased Premises as a residence or sleep in the unit.** Tenant waives any claim for emotional or sentimental attachment to the stored property located in the Leased Space. Nothing herein shall constitute any agreement or admission by Operator that Tenant's stored property has any value, nor shall anything alter the release of Operator's liability as set forth in this Agreement. Tenant is strictly prohibited from storing or using materials in the Leased Space, and/or on the Facility classified as hazardous, toxic and/or illegal under any local, state or federal law regulation, and from engaging in any activity which produces such materials. **Tenant must disclose the name and address of any other person or entity with an ownership interest in any personal property stored in the Leased Space. If Tenant does not disclose any other person or entity with an ownership interest, pursuant to the South Dakota Self-Service Storage Facilities Act, the personal property is deemed to be wholly owned by Tenant.**

RULES AND REGULATIONS: Operator will have the right to establish or change the hours of operation for the Facility and to create Rules and Regulations for the safety, care and cleanliness of the Leased Space and/or Facility or the preservation of good order on and within the Facility. Tenant agrees to follow all Rules and Regulations now in effect, or that may be put into effect from time to time. If the provisions of this Agreement conflict with the Rules and Regulations, the Agreement will control.

INSURANCE & LOCKS: Operator does not provide insurance for Tenant's personal property. Operator recommends and Tenant is encouraged to maintain a policy of fire, flood, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Tenant is required to self-insure (store at Tenant's own risk). If Tenant has insurance, Tenant expressly agrees that the insurance company providing insurance shall not be subrogated to any claim of Tenant against Operator, Operator's agents or employees for loss or damage to property. Tenant shall provide at Tenant's expense a lock for the Leased Space, which Tenant, in Tenant's sole discretion, deems sufficient to secure the Leased Space or stored item. Operator will not have a key or combination to the lock. Operator may, but is not required, to lock the Leased Space or item if it is found open.

INDEMNITY AND RELEASE OF OPERATOR'S LIABILITY: Tenant agrees to indemnify, hold harmless and defend Operator from all claims, demands, actions or causes of action (including attorney's fees and all costs) that are hereinafter brought by others arising out of Tenant's use of Leased Space and Facility including claims for Operator's active negligence. All personal property stored within or upon the Leased Space and Facility by Tenant shall be at Tenant's sole risk. Operator and Operator's agents and employees shall not be liable for any loss of or damage to any personal property in the Leased Space and Facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water and flood damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Operator, Operator's agents or employees. Operator, Operator's agents and employees shall not be liable to Tenant for injury or death as a result of Tenant's use of the Leased Space and Facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Operator, Operator's agents or employees.

DEFAULT AND OPERATOR'S LIEN: OPERATOR HAS A LIEN ON PERSONAL PROPERTY STORED IN A LEASED SPACE AND THAT THE OPERATOR MAY SATISFY THE LIEN BY SELLING THE PERSONAL PROPERTY, AS PROVIDED IN THE SOUTH DAKOTA SELF-SERVICE STORAGE FACILITIES ACT, IF THE TENANT DEFAULTS OR FAILS TO PAY RENT FOR THE STORAGE OF PERSONAL PROPERTY ABANDONED AFTER THE TERMINATION OF THE RENTAL AGREEMENT.

DEFAULT & TERMINATION: Twenty-eight (28) days' notice, with or without cause given by Operator or Tenant to other party will terminate this Agreement. Tenant must leave the Leased Space in good broom clean condition, and is responsible for all damages. There will be no refund on any monthly rent if this Agreement is terminated before the end of the rental month. Tenant will be in default if Tenant fails to pay rent by the first day of the month; Tenant violates and/or breaches the Rules and Regulations; Tenant fails to follow or carry out any of the contractual obligations as set forth in this Agreement; and/or Tenant is in default under any other agreement entered into between Operator and Tenant. In the event of Tenant default, Tenant will have seven (7) days to cure the default after receiving notice before the Agreement may be terminated by the Operator. Notwithstanding the foregoing, in the event that Tenant engages in conduct that is, in Operator's sole discretion, i) unlawful, ii) unsafe, iii) improper or iv) otherwise negatively impacts the Facility or Operator's employees or agents, Operator may immediately terminate this Agreement. Operator may dispose of any property left in the Leased Space and/or on the Facility by Tenant after this Agreement has been terminated as specified in the South Dakota Self-Service Storage Facilities Act or as otherwise specified by the law of the State of South Dakota. Tenant shall be responsible for paying all costs incurred by Operator in disposing of such property including but not limited to the preservation, removal, storage, preparation for sale, advertisement of sale and sale of the personal property (including the removal, towing and storage of power equipment and motor vehicles). Any excess funds from the disposition of Tenant's property shall be disbursed in accordance with the South Dakota Self-Service Storage Facilities Act. Operator's decision to pursue one remedy shall not prevent Operator from pursuing any other remedies available to Operator under South Dakota law. Tenant acknowledges that, i) if Tenant defaults under this Agreement or, in the reasonable opinion of Operator, abandons the Leased Space, and ii) Operator determines the items contained in the Leased Space have no marketable value (under \$300 in value), Operator may consider the personal property abandoned and may dispose of such personal property in any manner as Operator sees fit.

TENANT ACCESS AND OPERATOR'S RIGHT TO ENTER: When rent or other charges remain unpaid for seven (7) consecutive days after the due date stated in this Agreement, Operator may deny Tenant access to the Leased Space. Tenant's access to the Facility may be conditioned in any manner deemed reasonably necessary by Operator in order to maintain order on the Facility. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Tenant's identity and inspecting vehicles that enter or leave the Facility. Tenant grants Operator, Operator's agents or representatives of any governmental authority, including police and fire officials' access to the Leased Space upon twelve (12) hours advanced notice to Tenant. In the event of an emergency, Operator, Operator's agents or representatives of governmental authority shall have the right to enter the Leased Space without notice to Tenant and take such action as may be necessary or appropriate to protect others, the Facility, to comply with applicable law and/or enforce Operator's rights. In the event of Tenant default and/or if this Agreement is terminated, Operator will enter the Leased Space to provide a brief and general description of the personal property subject to the lien that is reasonably adequate to permit the Tenant to identify it, except that any container including, but not limited to, a trunk, valise or

box that is locked, fastened, sealed or tied in a manner which deters immediate access to its contents may be described as such without describing its contents, or as otherwise specified in the South Dakota Self-Service Storage Facilities Act.

WAIVER: No waiver by Operator, Operator's agents and employees, of any breach or default by Tenant in the performance of any covenant, condition or term contained in this Agreement shall constitute a waiver of any subsequent breach or default in the performance of the same or any other covenant, condition or term.

NO WARRANTIES: Operator makes no implied or express warranties, guarantees or representations as to the nature, conditions, suitability, safety or security of the Leased Space and the Facility. Tenant specifically acknowledges that they have made their own determination of such matters solely from inspection of the Leased Space and the Facility, without reliance on oral representations made by any person. Operator's agents and employees are not authorized to make any binding warranties and/or representations about the Leased Space, Facility and terms referred to in this Agreement. Only the specific written terms of this Agreement, any written attachments hereto signed by both Operator and Tenant and the published and posted Rules and Regulations governing the Facility shall govern this relationship and no oral agreement shall be of any effect whatsoever. Climate-controlled spaces are heated and cooled depending on outside temperature, and do not provide constant internal temperature or humidity control. Operator does not warrant or guarantee temperature or humidity ranges in the Leased Space due to changes in outside temperature and humidity, or due to other considerations, and Tenant understands and assumes the risk of climate-controlled spaces not meeting certain temperature and humidity requirements.

CASUALTY: In the event the Leased Space and/or Facility shall be damaged by fire, flood, storm, accident or other casualty during the term of this Agreement, that renders the Leased Space and/or Facility totally unusable, either Operator or Tenant may terminate this Agreement by seven (7) day notice delivered to the other. Operator will have the option and not the obligation to repair the Leased Space and/or Facility, and if repairs are not made, this Agreement shall terminate. Rent by Tenant will be paid only to the date of termination.

GOVERNING LAW; VENUE; AND SEVERABILITY: This Agreement shall be deemed to have been made in Davison County, South Dakota, and shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota. Any arbitrator or mediator shall be governed by and restricted to the laws of the State of South Dakota. All parties to this Agreement hereby subject themselves to the jurisdiction of the circuit court for Davison County, South Dakota. If any part or provision of this Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Agreement shall remain in effect and be valid and enforceable.

ACTIVE MILITARY DUTY: Tenant agrees to immediately notify Operator of changes in Tenant's military status or assignment resulting in changes to mailing address, phone number and/or E-mail.

NOTICES: Any and all notices or demands to be given under this Agreement shall be considered properly made if sent by E-mail to the address stated on the first page OR by first class mail, deposited in the U.S. Mail with postage fully prepaid and addressed to the party to be served at the address of such party provided for in this Agreement, unless as otherwise specified in this Agreement or as otherwise specified by the laws of the State of South Dakota. Service of any such notice shall be deemed complete upon delivery by E-mail or upon delivery to the United States Mail Service for transfer. Tenant is responsible for notifying Operator in writing via E-mail or first class mail of any change of address or to any changes to Tenant's Alternate Contact. Operator's address for Rent Payment and Notice: Menards Self Storage, 5101 Menard Drive, Eau Claire, WI 54703, Phone: (715) 876-2822

Email: info@menardselfstorage.com