Date:

OCCUPANT INFORMATION

Name: 
Address: 
Home Phone: 
Email: 

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 – DAVENPORT (“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. THE RIGHTS OF OWNERS AND OCCUPANTS OF SELF-SERVICE STORAGE FACILITIES ARE THOROUGHLY DEFINED IN IOWA LAW IN S.F. 528 (IOWA CODE 578B) EFFECTIVE JULY 1, 2019, KNOWN AS THE “IOWA SELF-SERVICE STORAGE FACILITIES ACT”.

TENANT STORES PROPERTY AT THEIR OWN RISK.

The self-service storage facility is not located in a “special flood hazard area” as defined by the Federal Emergency Management Agency. 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.

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. A space shall not be used for residential purpose nor is it a warehouse as defined in Chapter 554 of the Iowa Code. The Iowa Self-Service Storage Facilities Act shall govern this rental.

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.
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; and/or Tenant fails to follow or carry out any of the contractual obligations as set forth in this Agreement. Tenant will have seven (7) days to cure the default after receiving notice before the Agreement may be terminated by the Operator. 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 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.

RENEWAL: At least ten (10) days prior to the expiration of this Agreement, Operator shall give written notice to Tenant of Operator's wish to renew this Agreement. If Tenant desires to renew this Agreement, Tenant shall so notify Operator at least five (5) days prior to the expiration of this Agreement.

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 THIS SECTION, IF THE TENANT DEFAULTS OR FAILS TO PAY RENT FOR THE STORAGE OF PERSONAL PROPERTY ABANDONED AFTER THE TERMINATION OF THE RENTAL AGREEMENT, AS PROVIDED IN THE IOWA SELF-SERVICE STORAGE FACILITIES ACT.

RENT FOR THE STORAGE OF PERSONAL PROPERTY ABANDONED AFTER THE TERMINATION OF THE RENTAL AGREEMENT, AS PROVIDED IN THE IOWA 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 statements hereinto signed by either Operator or 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.

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 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 cancellation.

GOVERNING LAW AND VENUE: This Agreement shall be deemed to have been made in Scott County, Iowa, and shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa. Any arbitrator or mediator shall be governed by and restricted to the laws of the State of Iowa. All parties to this Agreement hereby subject themselves to the jurisdiction of the district court for Scott County, Iowa.

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 deemed properly served 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 Iowa. 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@menardsselfstorage.com