

LEASE AGREEMENT

Garrison Drive Up Storage

Mailing Address: P.O. Box 31, Garrison, MN 56450

Physical Address: 27110 State Highway 18, Garrison, MN

Email: nrdavy@me.com

Phone: (218-270-8075)

All notices shall be "emailed" or mailed to addresses listed above unless Lessee notifies Lessor in writing.

THIS LEASE AGREEMENT made between Garrison Drive Up Storage, landlord and doing business in Crow Wing County, Minnesota, hereinafter called Lessor and

_____ located at this mailing address _____,
_____, _____, _____, hereinafter called Lessee.

WITNESSETH

Lessor does hereby demise and lease unto Lessee storage unit number _____ with a size of ____ x ____ in buildings known as Garrison Drive Up Storage to be used as storage units for storing personal property (except explosives and highly flammable material and goods), to have and to hold for a period of ____ months beginning on the _____ day of _____ 20____. Lessee yielding and paying unto Lessor monthly the sum of \$_____ payable in advance on or before the first day of the month plus applicable taxes. A one-time damage deposit of \$_____ is also required and will be refunded back once the unit is cleaned out and ready for the next lessee to move in.

A. A late charge of \$15.00 shall be added to such monthly rental and payable by Lessee along with the rental on all installments not paid within ten (10) days of due date. The \$15.00 additional late charges shall be payable for each ten (10) subsequent delinquent days.

B. Lessee expressly agrees with Lessor:

- (1) that said premises will not be used for any unlawful purpose;
- (2) that rent will be paid each month as it becomes due;
- (3) that said premises will be kept in good condition (*usual wear and depreciation exempt);

(4) that explosives, fireworks, or highly flammable materials of goods will not be stored on said premises without the written consent of Lessor;

(5) that any insurance on the property stored on said premises will be at the expense of the Lessee, and the Lessor shall not be responsible for damage or theft, if any, to said property caused by fire, water, freezing, or from any cause whatever; Landlord does not have any obligation to carry insurance on Lessee's property stored in the premises. IF LESSEE DESIRES TO HAVE THEIR PROPERTY COVERED BY INSURANCE, LESSEE MUST OBTAIN THEIR OWN INSURANCE.

(6) that Lessor shall have the right to enter into and upon said premises at reasonable times for the purpose of inspecting the condition thereof;

(7) that Lessee acknowledges that no heat or cooling will be provided or furnished to such storage room at any time;

(8) that a 21-day written notice to terminate lease is required, otherwise, damage deposit will not be returned; also, units to be left clean and dirt-free, otherwise, cleaning deposit will not be returned.

C. Lessee represents to Landlord:

(1) that all property to be stored by Lessee in the storage unit will belong to Lessee and no other person having the right, title, or interest in such property;

(2) that Lessee will not make any alterations or modifications to the storage unit or attach any fixtures or signs in or about the unit without written consent of Lessor;

(3) that Lessee will not conduct any business or commercial transactions on or about the storage unit;

(4) that tenant grants landlord permission to enter the storage unit at any time for the purpose of a safety inspection and removing or disposing of any property kept in violation of any of the provisions contained herein.

D. It is expressly agreed by Lessee that the rent and other charges provided for in this lease shall be a first lien on the personal property kept by the Lessee in the storage unit, and the Lessee grants to Lessor a security interest in such property and its proceeds to help secure the rent and any other charges; Lessee agrees that if rent is not paid when due or fails to vacate the storage unit upon the expiration of the terms of this lease, Lessor shall have, and is hereby granted, the following rights in addition to any rights and remedies granted the Lessor by law:

(1) To break and remove any lock belonging to Lessee on a door to a storage unit, to inspect the contents thereof and to place a lien upon each storage unit until the contents thereof are disposed of by Lessor in the manner hereinafter provided.

(2) To dispose of the contents of the storage unit by private or public sale upon such terms and conditions as the Lessor may deem fit, provided that Lessor shall notify Lessee in writing that possession has been taken of the contents of the storage unit and shall be disposed of on a date to be specified in said notice. The proceeds of the disposition of the contents of the storage unit shall first be applied to pay Lessor's reasonable expenses in arranging for the disposition of such contents, then to the payment of any rental payment due Lessor, and the balance, if any, shall be refunded to the Lessee upon demand, provided, that Lessor shall be under no duty or obligation to dispose of the contents of the storage unit for any amount of money in excess of that necessary to pay the reasonable costs of arranging for the disposition of contents and any rental due Lessor.

(3) To dispose of any contents of the storage unit which consists of personal property or goods which the Lessor considered to have no dollar value, including the destruction, donation or retention of such personal property or goods.

(4) Lessee agrees to pay all costs and expenses, including attorney's fees and reasonable service fees of tenant enforcing the terms of this lease.

(5) Lessee waives any claim either its heirs, successors or assigns may have as a result of any action taken by Lessor to collect the rent or other charges due under the terms of this lease and Lessee agrees to defend and hold Lessor harmless against any claims by any other party having an interest in the personal property kept in the storage unit.

E. Lessee may not assign this lease or any part of it and may not let or sublet the whole or any portion of the storage unit without prior written consent of Lessor.

F. Lessor may at any time assign this lease, in which event Lessor shall no longer be responsible or liable under the terms of this lease and all the covenants, conditions and obligations of Lessor will be binding on its assignee and its assignee will be entitled to enforce all provisions of this lease, as well as the obligations of Lessee, against Lessee.

G. In the event Lessee shall hold over and retain possessions of said premises after the expiration of this lease, Lessee's occupancy of the storage unit shall be as a tenant from month to month, and all covenants and conditions contained herein shall continue in full force and effect so long as Lessee holds over and retains possession of said premises.

H. A breach of any of the foregoing covenants and conditions by Lessee, shall at the option of Lessor terminate this lease and said lease shall become null and void.

IN WITNESS WHEREOF, the said parties of this lease have hereunto set their hands the day and year first above written.

LESSOR: GARRISON DRIVE UP STORAGE

X _____

Date: _____

LESSEE(s):

X _____

Date: _____

EMAIL ADDRESS for invoices: _____

X _____

Date: _____

X _____

Date: _____