

# RENTAL AGREEMENT

Wheat Field Self Storage, LLC - Phone # (701) 369-0777 - Email: Contact@WheatFieldSelfStorage.com  
 Facility Address: 13979 Highway 85 North, Alexander, ND, 58831 - Mailing Address: PO Box 47477, Plymouth, MN, 55447

<u>Customer Please Fill Out</u>	<b>Information to be provided by Wheat Field Self Storage</b>
Name: _____	Unit Number: _____
Address: _____	Security Deposit: <u>    \$140    </u>
City: _____ State: _____ Zip: _____	Prorated Amount: _____
Phone: (    )    - _____	First Payment: _____
Phone: (    )    - _____	Payment Due = _____
Email: _____	Lease Start Date:    /    /
Email: _____	

Wheat Field Self Storage, LLC (hereinafter "Owner"), whose mailing address is PO Box 47477, Plymouth, MN, 55447 hereby rents the Storage Unit listed above in its facility located at 13979 Highway 85 North, Alexander, ND, 58831 to Customer listed above (hereinafter "Customer") upon the following terms and conditions.

1. RENTAL CHARGE (check one box):

<input type="checkbox"/> <b>Month to Month Payments of \$140</b> Payable on the 1st day of each calendar month in advance at the Owner's address stated above.	<input type="checkbox"/> <b>Annual Payment of \$1,540</b> (first month free) Term of the rental is one year. Payable in advance at the Owner's address stated above.
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Should Customer rent prior to the 1<sup>st</sup> of the month in the initial month of renting, a pro-rated amount will be charged for partial month rental and will be due prior to rental.

**IMPORTANT: MONTHLY RENT IS REQUIRED TO BE PAID IN ADVANCE, ON OR BEFORE THE FIRST DAY OF EACH MONTH.**

If the rent payment is not received by the 5th day of the month for which it is due in advance, Customer will be assessed a late charge of \$50 for each month rent is delinquent. Checks should be made payable to Wheat Field Self Storage LLC, and Customer must write unit number on check. A \$100 charge will be assessed for any check returned by a bank.

NO MONTHLY OR ANNUAL STATEMENTS ARE SENT TO CUSTOMERS. IT IS THE CUSTOMER'S RESPONSIBILITY TO PAY ALL RENTAL CHARGES ON A TIMELY BASIS. INQUIRIES MAY BE DIRECTED TO PHONE NUMBER OR EMAIL ADDRESS LISTED ABOVE.

2. SECURITY DEPOSIT: Customer shall pay to Owner upon signing this Agreement \$140 for a security deposit, which this amount shall be returned to Customer by mail within 2 weeks upon vacating the unit, provided Customer complies with the terms of this Agreement, pays all rent or late charges due, and the unit is left in a clean and undamaged condition.

3. LEASE TERM: The term of this lease shall commence on the date listed above. The term of this lease shall be month to month, or for a twelve (12) month period if Customer pays the rental charge for twelve (12) months in advance.

4. TERMINATION OF LEASE:

a. If Customer rents on a month to month basis and intends to terminate this lease and vacate the unit, Customer shall give Owner written notice of termination thirty (30) days prior to the first day of the month that Customer will no longer occupy the unit at Owner's address stated above, accompanied by full payment of rent for the last month of the rental term and any other unpaid rental charges or late charges due and payable.

b. If Customer rents on an annual basis and intends to terminate this lease and vacate the unit at the end of the lease term, Customer shall give Owner written notice of termination no later than the first day of the last month of the lease term at Owner's address stated above. If Customer does not give timely notice or continues to occupy the unit at the end of the year lease term, Customer shall be treated as a month-to-month tenant and pay the sum of \$140 per month for a rental charge.

c. OWNER MUST BE NOTIFIED IN WRITING OF THE DATE WHEN CUSTOMER INTENDS TO VACATE THE UNIT OR CUSTOMER WILL BE CHARGED FOR AN ADDITIONAL MONTH'S RENT.

d. Owner may terminate this lease by giving Customer written notice of termination thirty (30) days prior to the first day of the month at Customer's address stated above and Customer shall then vacate the unit at the end of the thirty (30) day period.

CONDITIONS OF USE AND OCCUPANCY BY CUSTOMER: customer understands and agrees to occupy and use the storage unit upon the following terms and conditions:

a. The storage unit will be used for no unlawful purpose, will be kept in good and clean condition, and no explosives, highly flammable material, or hazardous substances will be stored in the unit. Customer shall not use the storage unit for food or animal preparation, processing, or storage, or as a living unit of any kind. The storage unit is delivered to Customer in good order and operation without damage and shall be in the same condition when Customer vacates the unit. It is the responsibility of Customer to notify Owner of any damage immediately and Customer is responsible for expenses in repair of the same.

b. Owner is not engaged in the business of storing goods for hire or the warehouse business, but is just a landlord renting a storage unit. No supervision or control will be exercised over Customer and Customer must take whatever steps deemed necessary to safeguard what is stored in the unit. If Customer desires to keep the unit locked, he/she must provide his/her own locks and keys/combination. Owner carries no insurance which in any way covers any loss or damage to the items Customer stores in the unit and Customer must carry any insurance desired.

c. Owner shall not be responsible or liable, directly or indirectly, for any loss or damage whatsoever to what Customer stores in the unit, no matter what the cause, including fire, explosion, theft, wind, water, etc. Customer understands that he/she places items in the storage unit at his/her own risk or loss or damage.

d. Customer shall indemnify and hold harmless Owner from any and all expenses, demands, claims, actions or causes of action arising directly or indirectly from Customer's use of the storage unit.

e. Customer shall not use screws, nails, or any other fasteners that are damaging to the walls of the units.

f. Customer agrees not to assign or sublease the leased premises or any part of the premises, or any right or privilege connected with the leased premises or to allow any other person, except Tenant's agents and employees, to occupy the leased premises or any part of the premises. Any attempted assignment; sublease or license to occupy shall be void and shall terminate this lease at Owner's option.

OWNER'S REMEDIES ON CUSTOMER'S DEFAULT: If Customer fails to pay the rental charges when due, or causes damage to the facility or unit for which Customer does not pay the expenses of repair, or fails to vacate the premises promptly upon expiration of this Rental Agreement, then Owner shall have and is hereby granted the following rights (failure to exercise any one or more on any one or more occasions shall not be waiver of the same):

a. To break and remove any lock on the unit, enter the storage unit and inspect its contents, and place the lock of Owner thereon and deny Customer access until Owner disposes of such contents as provided herein.

b. To dispose of the contents, whether by sale or discarding them, at Owner's discretion.

c. To keep the proceeds of any sale, or keep the items, all at Owner's discretion.

MISCELLANEOUS:

a. All notices called for herein shall be given at the above addresses shown for Customer and Owner. It shall be the duty of Customer to furnish Owner in writing any change of mailing address or telephone number for Customer.

b. No provision hereof may be waived, modified, extended or changed other than by written agreement, signed by each party.

c. Customer fully understands and acknowledges that none of Customer's effects or personal property placed in the unit are insured or covered by Owner against theft, damage or other loss of any nature whatsoever.

d. By signing this Agreement, Customer acknowledges receipt of a copy of this Rental Agreement.

Accepted and agreed to by:

Customer Signature & Date:

Wheat Field Self Storage Rep & Date:

Payments Payable to "Wheat Field Self Storage LLC" and are to be mailed to PO Box 47477, Plymouth, MN, 55447