



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 fee 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 missions 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 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 DEFINED IN IOWA LAW IN S.F. 163 (IOWA CODE 578A) EFFECTIVE JULY 1, 1984, KNOWN AS THE "IOWA SELF-SERVICE STORAGE FACILITY LIEN ACT".

**DEFAULT & TERMINATION:** For a month to month Tenant, Twenty Eight (28) day notice, with or without cause given by Operator or Tenant to other party will terminate this Agreement, so long as Tenant is not in default. For a fixed term Tenant, the Agreement will terminate at midnight on the day specified on the first page. A fixed term Tenant that holds over after the termination of the Agreement will become a month to month Tenant subject to the terms of the Agreement at the current prevailing monthly rental rate. Tenant must leave the Leased Space in good broom clean condition, and is responsible for all damages. For a month to month Tenant 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. 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. 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 Iowa Code 578A or as otherwise specified by the law of the State of Iowa. 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 profits from the disposition of Tenants property will be held in Escrow for ninety (90) days and returned to Tenant upon request. In the event Tenant makes no request during that time, to the Treasurer of the County this Self-Storage Facility is located in. Operator's decision to pursue one remedy shall not prevent Operator from pursuing any other remedies available to Operator under Iowa law.

**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 Iowa Code 578A.

**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.

**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 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 circuit 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 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 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 to the United States Mail Service for transfer. Tenant is responsible for notifying Landlord in writing via certified mail of any change of address or to any changes to Tenant's Alternate Contact. Operator's Address for Rent Payment & Notice: Menards Self Storage, Attn: Bridget Zillmer, 5101 Menard Drive, Eau Claire, WI 54703, Phone: (715) 876-2822, E-mail: info@menardselfstorage.com.

Tenant Initials \_\_\_\_\_