

A-1 STORAGE RENTAL AGREEMENT

Visit us at A1Mankato.com

Mailing Address
A-1 Storage
P.O. Box 4414
Mankato, MN 56002

Located On
Stadium Road
Between MSU & Victory Dr.
Phone 507-327- 1662

All lines must be completed including signature

Customer Name (Last) _____ (First) _____ (MI) _____		Email Address _____	
Street Address _____		City, State Zip _____	
Date of Birth (month/day/year) _____			
Alternate Mailing Address _____			
Home Phone _____		Work Phone _____	
		Cell Phone _____	
Driver's License Number and State of Issuance _____		Social Security Number or Military I.D. Number _____	
Are you, a spouse, or a dependent of yours a member of the active or reserve military? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please list relationship to spouse or dependent: _____			
EMERGENCY CONTACT (Designate a person residing at a permanent address, other than your own)			
Name (Last) _____ (First) _____		Phone _____	
		Address _____	
PAYMENT METHOD			
<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover		I have authorized A-1 Storage to automatically charge my credit/debit card every month on my due date for all charges for my storage Unit, including but not limited to, price increases and damage/cleanup costs to the Unit and/or facility. Card holder agrees to notify A-1 Storage of any changes to the credit card information, such as account number and expiration date	
<input type="checkbox"/> Autopay		Credit/Debit Card Number truncated XXXX-XXXX-XXXX- _____	
		Expiration Date _____	
<input type="checkbox"/> Check (See due date below)		NO CASH PAYMENTS ACCEPTED	
GENERAL INFORMATION (Read Carefully!)			
* Rent must be received by monthly due date; No monthly statement sent * No smoking in or around Units * Wooden pallets recommended for storing goods upon to prevent moisture damage * Failure to pay rent by due date will result in: Denied access to Unit \$20 late fee, \$50 lien fee, \$50 lock cut fee, and sales and advertising fee of \$350-\$500 Sale and disposal of goods after 60 days * Value limit of \$1,000.00 on stored goods * No refund on unused days * Must notify management of changed address or phone number * Only 1 lock per Unit – second lock will be removed * Customer must provide their own lock		* Deposit returned within 21 days if: 10 day notice of departure is given to management, No trash is left on A-1 Storage property and the lock is removed, No damage to Unit or facility, and Unit is empty and swept out * Owner reserves the right to emergency access without notice * Owner reserves the right to terminate this contract at-will * Customer bears entire risk of loss or damage to any property Stored * No unoccupied vehicles allowed on A-1 Property other than in Units * No sales on A-1 Storage property grounds * Video camera on A-1 Storage property does not guarantee safety * Customer must read Additional Terms on reverse side * First rent payment indicates acceptance of rental agreement terms	
A-1 STORAGE IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO ANY PROPERTY STORED			
WARNING – DO NOT STORE THE FOLLOWING IN UNIT			
* Gasoline, oil fuel, grease, paint, flammables * Explosives, fireworks, or ammunition * Corrosive, toxic, or hazardous materials * Propane containers		* Controlled substances * Food or perishables * Tires, motor oil, or batteries * Any other dangerous or health-risk item	
		* Any living or dead creature, organism, or carcass * Credit and/or Medical Records unless marked * Any irreplaceable items, antiques, or items of emotional/sentimental value	
A-1 Storage Units are for storage only - No living, working, or sleeping in Units allowed			
UNIT: _____		UNIT SIZE: _____	
TOTAL MONTHLY DUE: _____		MONTHLY DUE DATE: _____	
CUSTOMER SIGNATURE: _____ DATE: _____			
First__ Month__ Receipt:			
Lock Deposit: \$ _____ Rent: \$ _____ + Deposit \$ _____ = Total \$ _____ Discover/VISA/MasterCard/Check _____			

****CUSTOMER MUST READ ADDITIONAL TERMS****

Additional Terms:

- 1) "Customer" means the customer, the signatory to this agreement.
- 2) "Owner" means A-1 Storage, their representatives, agents, heirs, successors, and assigns.
- 3) "Unit" means the above designated Unit for Customer's rental and storage.
- 4) "Facility" means the aggregate of the rental Units owned by A-1 Storage, including but not limited to the entire property owned by A-1 Storage and any common areas.
- 5) "Hazardous materials" means any refuse, sludge, or other waste material or combinations of refuse, sludge or other waste materials in solid, semisolid, liquid, or contained gaseous form which because of its quantity, concentration, or chemical, physical, or infectious characteristics may (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed. Categories of hazardous waste materials include, but are not limited to: explosives, flammables, oxidizers, poisons, irritants, and corrosives.
- 6) Failure to return signed rental agreement shall result in denial of access to Unit. Owner reserves the right to lock the Unit with their own lock until receipt of signed rental agreement.
- 7) In the event Customer fails to pay monthly rent when due, and the failure is not cured within fifteen (15) days, owner may elect to pursue one or more of the following legal remedies: (a) claim for money damages or unpaid monthly rental and additional fees, (b) judicial action in unlawful detainer for a Writ of restitution, (c) foreclosure of personal property pursuant of Minn. Stat. § 514.970-979 and § 336.7-210. Except to the extent limited by law, Owner may simultaneously pursue any of the above referenced remedies. Upon Owner's commencement of legal proceedings against Customer arising from a default, any cure tendered by Customer shall include all monthly rental arrearages and other charges accrued, and reimbursement of all expenses reasonably incurred by Owner in the enforcement of the legal remedies identified above.
- 8) OWNER SHALL NOT BE LIABLE FOR ANY DAMAGES FOR FAILURE TO FURNISH ELECTRICITY BY REASONS OF BREAKDOWN, THE NECESSITY FOR REPAIRS OR IMPROVEMENTS TO SUCH SERVICES, FIRE, EXPLOSION, STRIKES, OR ANY CAUSE BEYOND THE OWNER'S REASONABLE CONTROL, NOR SHALL, OWNER BE LIABLE FOR PERSONAL INJURIES, DEATH, OR ANY DAMAGE FROM ANY CAUSE ABOUT THE PREMISES OR BUILDING WHEREIN SOME ARE LOCATED, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY PERSONAL INJURIES, DEATH OR DAMAGE RESULTING FROM THE USE OR ESCAPE OF GAS, WATER, STEAM, ELECTRICITY, OR OTHER AGENCY, OR DUE TO FIRE, EXPLOSION OR ACTION OF THE ELEMENTS.**
- 9) OWNER DOES NOT PROVIDE INSURANCE COVERAGE FOR ANY LOSS, FROM ANY CAUSE, TO ANY PROPERTY OWNED BY THE CUSTOMER AND STORED IN THE UNIT OR ON THE FACILITY.** If insurance coverage is desired by Customer over Customer's personal property stored in the Unit or on the facility, Customer must independently obtain such coverage at Customer's expense from Customer's own insurer. Owner shall have no liability for any loss or damage to any property of Customer stored in the Unit or on the facility, or otherwise, caused by acts of third parties, by any forces of nature, or otherwise. Customer's insurance coverage shall waive subrogation and shall not seek reimbursement from Owner.
- 10) Customer shall be responsible to Owner for any and all damages to the Unit, Facility, or to the Owner arising from, or connected to in any way, Customer's use or rental of the Unit or Facility.**
- 11) Owner shall not be responsible for pest/insect control of the Unit. Customer may, at their own expense, provide for pest/insect control of their Unit.
- 12) Unit sizes are approximate and may not reflect the true measurements of the Unit.
- 13) Any ATV, snow blower, lawn mower, or any item with a motor of any kind or size must be drained of all fluids and must have a tarp underneath said item.
- 14) If any unoccupied vehicle is found on the premises, Owner reserves the right to tow said vehicle at owner's expense.
- 15) In the event Owner discovers your Unit is unlocked, Owner may lock the Unit with their own lock and charge the Customer a lock fee of \$50.00.
- 16) Any written notices or demands to be given under this Agreement shall be considered properly made if served by Certified 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. Service of any such notice shall be deemed complete upon delivery to the United States Postal Service for transfer. Any notice or written demand to Owner shall be made to: A-1 Storage, P.O. Box 4414, Mankato, MN 56002 or as otherwise designated by Owner. Owner is the person authorized to manage the premises.
- 17) In the event the Customer becomes deceased during the term of the lease, or at a time when the Customer's property is stored in a Unit under Customer's control, Owner reserves the right to access the Unit and/or change the lock on the Unit. Accessing the Unit or changing the lock on the Unit shall in no circumstances create a fiduciary duty in the Owner to safeguard the property contained therein.
- 18) Customer shall not sublet or assign the Unit or any portion thereof without the prior, written consent of Owner. This means that the Customer may not allow any other person to use any part of the storage Unit without the prior, written approval of Owner.
- 19) The Customer has a duty to inspect their storage Unit regularly to ensure its compliance with this Agreement.
- 20) Owner shall have the right to enter into and upon the Unit without prior notice to Customer whenever Owner believes that any hazardous condition or nuisance has been created, or is occurring in the Unit, for the purpose of inspecting the condition of or repairing the Unit and/or Unit door, for inspections by governmental authorities, or in case of an emergency or casualty. In the event any materials are discovered which are hazardous, or constitute a nuisance, Owner may immediately arrange for their removal and disposal at Customer's expense. In the event of an emergency or casualty, Owner may take whatever steps Owner determines are reasonably necessary to abate the emergency or casualty, and Owner shall not be responsible for any loss or damage of any kind, nature or description caused as the result.
- 21) Owner makes no implied or express warranties, guarantees or representations as to the nature, conditions, suitability, safety or security of the Unit and the facility. Owner specifically acknowledges that s/he has made his/her own determination of such matters solely from inspection of the Unit and the facility, without reliance on oral representations made by any person. Owner's agents and employees are not authorized to make any binding warranties and/or representations about the Unit and facility and/or terms referred to in this Agreement.
- 22) The Customer acknowledges that at certain times of the year cement may sweat and that this is an act of nature. Therefore, the Customer will store property up on pallets and will periodically open space and check contents. Customer also agrees to have no recourse to Owner for condensation damage.
- 23) This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Minnesota, without regards to such state's principles regarding conflicts of law.
- 24) Customer and Owner hereby waive their rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action brought by either of them against the other on any matter arising out of or in any way connected with this Agreement, Customer's use of the Unit or any claim of bodily injury or property damage or the enforcement of any remedy under any state or federal law or regulation.
- 25) Except as otherwise stated above in the event of default, the parties agree to utilize an alternative dispute resolution process to settle any claim or dispute between Owner and Customer.
- 26) In the event Owner is liable for any damages to Customer, including but not limited to damages due to the negligence of Owner, Owner's liability shall not exceed \$1,000.00.
- 27) In the event any portion of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.
- 28) This Agreement, including any exhibits attached hereto, if any, sets forth the entire understanding among the parties with respect to the rental of an A-1 Storage Unit, there being no terms, conditions, warranties or representations other than those contained herein, and no change or modification hereto shall be valid unless made in writing and signed by all of the parties to this Agreement.