

Lock \$ \_\_\_\_\_  
Administration Fee \$10.00  
Deposit \$ \_\_\_\_\_  
Pro-Rate \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

Next Payment Due Date: \_\_\_\_\_

Scott Abramson D/B/A  
**WINONA SELF-STORAGE**  
Rental Agreement  
670 W. 3<sup>rd</sup> St.  
210 Ben Street  
220 E. 3<sup>rd</sup> St.  
Winona, MN 55987  
Phone: (507) 452-2739  
**Month-to-Month Occupancy**  
[www.winonaselfstorage.com](http://www.winonaselfstorage.com)

**Mail Rent Payment to:**

Winona Self-Storage  
**P.O. Box 965**  
Winona, MN 55987

Email: [wsstorage@q.com](mailto:wsstorage@q.com)

SIZE: \_\_\_\_\_

Space Number: \_\_\_\_\_ Monthly Rent: \$ \_\_\_\_\_ Effective Date: \_\_\_\_\_

Name: \_\_\_\_\_ Spouse's Name: \_\_\_\_\_

Email address: \_\_\_\_\_ Driver's Lic. Number: \_\_\_\_\_

Address: \_\_\_\_\_ - \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Occupation or Business: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Employer's Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Vehicle License Plate Number: \_\_\_\_\_ **\*Insurance coverage is not provided\***

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, I, \_\_\_\_\_ hereinafter referred to as the LESSEE, hereby agree to rent from WINONA SELF-STORAGE, hereinafter referred to as LESSOR located at Winona, MN 55987, the above numbered space under the following terms and conditions;

**1. RENT:** The monthly rent shall be the amount entered above, due and payable in advance on the date first rented, to the Lessor or the Lessor's designated agent at the address given above. Rent is due the first day of each month. No statements will be sent.

**2. PERFORMANCE DEPOSIT:** At the time of the execution of this Rental Agreement, Lessee shall pay a performance deposit in the amount of \$ \_\_\_\_\_ as well as any prorated rent that is due. This performance deposit will be refunded in full providing all rent, late and/or other charges have been paid, **the required 15-day prior notice has been received**, and the inside rented unit has been broom cleaned at the time of vacating. There will be a non-refundable administration fee of \$ 10.00.

**3. DEFAULT:** Lessee shall be deemed to be in default of this Rental Agreement if Lessee breaches any term or condition of the Agreement. The Rent shall be considered late if it is not paid on its due date. In the event the Lessor at the above address does not receive the stated rent within 5 days after the due date, a LATE CHARGE in the amount of \$15.00 shall be assessed. In the event of a returned or dishonored bank check that was accepted for payment for rent and/or other charges, there shall be a \$20.00 administrative fee charged for the returned check in addition to the \$15.00 late charge that will result from the returned check.

**4. TERM:** This is a month-to-month tenancy, commencing on the above date and ending at midnight on the last day of the month and in accordance with Minnesota law.

**5. USE, OCCUPANCY, HAZARDOUS SUBSTANCES, AND COMPLIANCE WITH LAW:** The premises shall be used only for the storage of personal property and household goods owned by the Lessee.

Lessee shall keep the premises in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Lessee further agrees that the premises shall not be used for the occupancy of any human, living animal, or anything that eats or crawls. The storage of welding or flammable, explosive or other such substances is inherently dangerous. Lessee shall not use the premises for the storage of animals, food, explosives, highly flammable, dangerous, hazardous or toxic materials or substances as defined below; contraband

or illegal substances; or for any unlawful purpose of any kind. Storage of such substances is strictly prohibited. Lessee shall not use the premises for the operation of any commercial, industrial, manufacturing or distribution business, or any business whatsoever.

Lessee shall not engage in any activity in the space, which produces such prohibited materials. Lessee shall not use the premises for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires, motors, batteries, or any other accessories, except for such oil, grease, or other lubricant, as may be contained in the operating parts of the items identified above as being stored in the premises.

Vehicles or other similar fuel driven equipment identified above may be stored only if the fuel tanks are empty and inspected by Lessor or his agent. Trash or other materials shall not be allowed in or near the premises, nor shall an outside leased space be used for the maintenance or repair of any personal property stored in the designated space.

Lessee shall not store in a rented unit any item(s) which shall be in violation of any order or requirement or imposed by any Board of Health, Sanitary Department, Police or Fire Department or any other governmental agency or in violation of any other legal requirement or do any act or cause to be done any act which creates or may cause a nuisance on or upon or connected with the premises.

LESSEE AGREES NOT TO STORE PROPERTY WITH A TOTAL VALUE IN EXCESS OF \$25,000.00 WITHOUT THE PRIOR WRITTEN PERMISSION FROM THE LESSOR. IF SUCH WRITTEN PERMISSION IS NOT OBTAINED, THE VALUE OF THE PROPERTY STORED SHALL BE DEEMED NOT TO EXCEED \$25,000.00 IN VALUE. **Initial here:** [REDACTED]. The premises are not appropriate for the storage of irreplaceable property such as books, writings, objects which have an unknown immediate resale market value or objects which have a special emotional value to Lessee. ALL PROPERTY IS STORED AT THE LESSEE'S SOLE RISK. INSURANCE OF ALL CONTENTS IS LESSEE'S SOLE RESPONSIBILITY.

Lessee shall not use or allow the premises to be used for the release, storage, use, treatment, disposal or other meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602 et seq, as amended, ("CERCLA"). The use or storage of any Hazardous Substance in the premises shall constitute an event of Default hereunder.

- i. Any substance defined as a "hazardous substance" under CERCLA.
- ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas; and
- iii. Any other substance or material deemed to be hazardous, toxic or a pollutant under any federal, state, or local law, code ordinance, or regulation.

**6. SIGNS:** No painted or other signs shall be placed on the exterior of the leased premises.

**7. RULES:** Lessee agrees to abide by all WINONA SELF-STORAGE rules and policies that are now in effect or that may be put into effect from time to time. If the space rented is an outside space, the Lessee will be furnished with an individual claim number and no property to be stored outside may be received or released without presentation of said number as stated above. The Lessor shall be entitled to assume that the person in possession of said claim number is the owner of the property or his authorized agent and be entitled to deliver said property in reliance thereon.

**8. CONDITION AND ALTERATION OF PREMISES:** Lessee has examined the premises and hereby accepts them as being in good order, condition and repair. Lessee agrees to immediately notify Lessor of any defects, dilapidations or dangerous conditions that may occur. Lessee agrees to keep the premises in good order and condition and to pay Lessor promptly for any repairs of the premises caused by Lessee's negligence or misuse or the negligence or misuse by Lessee's invitees, licensees and/or guests. Lessee shall make no alterations or improvement of the premises without the prior written consent of Lessor. Should Lessee damage or depreciate the premises or make alterations or improvements or do painting or redecoration without the prior written consent of Lessor, and then all costs necessary to restore the premises to its prior condition must be borne by Lessee.

**9. INSPECTION:** Lessee agrees that Lessor or its agent may at any reasonable time enter to inspect the premises and/or make repairs. Lessee further agrees that Lessor or its agent may show the premises to prospective purchaser(s) of the property or to lending institutions or their representatives at any reasonable time, or if notice of termination of this occupancy has been given by either party, to prospective lessees during the period prior to termination.

**10. TERMINATION:** The occupancy under this agreement may be terminated by the Lessor or Lessee by the giving of written notice to the other of its intention to terminate occupancy of the assigned unit or space. Said written notice is to be received at least 15 days prior to the last day of the month. Rent is payable by the Lessee to the Lessor for the current 30-day period, and if the Lessee vacates prior to the end of said 30-day period, the Lessee must nevertheless pay the stipulated rent for the said 30 days as hereinbefore provided. As conditions for such termination, and prior to the return of any deposit, Lessee shall perform the following: Leave Lessor the forwarding address of Lessee and allow Lessor to inspect the premises in Lessee's presence to verify the final condition of the premises and contents.

**11. LIEN: IF LESSEE FAILS TO PAY THE RENT AND/OR OTHER CHARGES DUE UNDER THIS RENTAL AGREEMENT, LESSOR SHALL BE ENTITLED TO ATTACH A LIEN ON ALL PERSONAL PROPERTY STORED IN THE LEASED SPACE OR ON THE PROCEEDS IN ACCORDANCE WITH SECTION 514.972 OF THE MINNESOTA STATUTES. SAID LIEN MAY BE ENFORCED BY SELLING SAID PERSONS PROPERTY AS PROVIDED BY SECTIONS 514.970 TO 514.979 AND 336.7-210 OF THE MINNESOTA STATUTES.**

**12. REMEDIES UPON DEFAULT:** If lessee breaches any term or condition of this Rental Agreement, Lessor, in addition to such other rights it may have under this Rental Agreement, shall have the right to immediately terminate this Rental Agreement. If Lessee fails to pay any rent or other charges when due, Lessor may proceed under sections 514.970 to 514.979 and section 336.7-210 of the Minnesota Statutes to a public auction to Lessee's property in order to satisfy its lien, or may pursue any other legal remedy available at law or in equity. Further, if Lessee fails to pay any rent or other charges when they are due, Lessor may lock the Lessee out and deny Lessee access to the leased space until said rent and/or other charges are paid in full. Said lockout shall occur in accordance with section 514.972 of the Minnesota Statutes and other applicable law. In preparation for a sale of Lessee's personal property pursuant to sections 514.970 to 514.979 and 336.7-210 of the Minnesota Statutes, Lessor specifically has the right to remove any lock of the Lessee, enter the leased space and compile an inventory of the leased space's contents. If upon removal of Lessee's lock the Lessor finds the premises to be vacant, it may be determined that the space has been abandoned. All remedies available to Lessor shall be cumulative and the exercise of one or more remedies shall not exclude or waive Lessor's rights as to any other remedy.

**13. ABANDONMENT:** Lessee shall not abandon the leased unit or space at any time during the term of this Rental Agreement. If Lessee does abandon said unit/space, Lessor shall have the right to take immediate possession of and re-enter said unit/space. Lessor may re-rent the space with the specific understanding, however, that the Lessee will remain liable for the rent of the leased space up to the time of re-renting the space or 30 days, whichever comes first. After termination, by expiration or otherwise, of this Rental Agreement, Lessor may remove any personal property pursuant to Section 514.970 to 514.979 and 336.7-210 of the Minnesota Statutes.

**14. ASSIGNMENT OR SUBLETTING:** Lessee shall not sublet or assign all or any portion of the related premises or Lessee's interest therein without the prior written consent of the Lessor. Any assignment or subletting of the premises without the prior written consent of the Lessor shall constitute an Event of Default under this Rental Agreement.

**15. ATTORNEY'S FEES:** If legal action shall be brought by Lessor for unlawful detainer, to recover any sums due under this Agreement, or for the breach of any other covenant or condition contained in the Agreement, Lessee shall pay the Lessor all costs, expenses and reasonable attorney's fees incurred by the Lessor if the Lessor.

**16. LIABILITIES: LESSEE UNDERSTANDS THAT THIS STORAGE FACILITY AND/OR ITS MANAGEMENT: 1. IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO HIS/HER/ITS PERSONAL PROPERTY THAT IS STORED IN THE LEASED SPACE, EXCEPT FOR SUCH DAMAGE AS IS CAUSED BY LESSOR'S NEGLIGENCE; 2. LESSOR DOES NOT PROVIDE INSURANCE FOR LESSEE'S STORED PROPERTY; 3. LESSOR REQUIRES LESSEE TO PROVIDE HIS/HER/ITS OWN INSURANCE COVERAGE OR BE UNINSURED AND THERE BY BE PERSONALLY RESPONSIBLE FOR ANY LOSS.**

Lessee shall provide his/her/its own lock for the premises. If the premises are found open or if a lock is removed for an inventory or sale, Lessor may, but is not required to, lock the premises at the Lessee's expense. All property stored by Lessee within the premises or on Lessor's property shall be at Lessee's sole risk. Lessor shall have no obligation to exercise any care, custody, or control over Lessee's stored property. Lessor assumes no responsibility for any loss, damage, or casualty however caused to such property except for said loss caused by Lessor's negligence, and Lessor is not responsible for obtaining insurance of any kind for the benefit of Lessee.

Lessee releases Lessor, its employees, agents and representatives, from all claims of loss or damage to Lessee's property and/or for the personal injuries or deaths to persons including Lessee and Lessee's family, guests, agents, employees, or invitees, caused by fire, water, the elements, Acts of God, theft, burglary, vandalism, malicious mischief, rodent; or the intentional acts or failure to act or negligence of Lessee, its employees, family, guests, invitees, or agents; or occurring on the premises rented for the Lessee's exclusive use or the premises of Lessor, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the premises by Lessee or any part thereof; provided, however, that such indemnification shall not only apply to the extent any such loss or damage is caused by the intentional act or omission or negligence of Lessor in which event such loss or damage shall also be equitably borne by Lessor. Lessee hereby expressly releases Lessor from any and all liability for loss or damage to Lessee's property or effects and/or injury or death to persons arising out of water leakage, breaking pipes, theft, fires, vandalism, or other causes beyond the reasonable control of the Lessor. Lessee further agrees to have its insurer, if he/she/it has one, waive any right of subrogation of any claim of Lessee against Lessor, its employees, agents, and representatives. The operation or failure of any type of "security system" installed by Lessor shall not change Lessor's aforementioned liability for any type of loss incurred by Lessee.

Lessee agrees to indemnify, defend and hold Lessor harmless from any and all loss, claim, demands, damage, liability, expense (including reasonable attorney's fees), fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or property, however occurring, or arising out of or related to any breach of the Rental agreement by Lessee.

Lessee's possessions within the premises are so placed at Lessee's sole risk and Lessor shall have no liability for any loss or damage caused to said possessions except for any loss or damage caused by Lessor's negligence. Lessee acknowledges that insurance is available from independent insurance companies for damage to Lessee's property for the liability imposed in this paragraph. Lessee shall assume all risk of loss or damage that would have been covered by such insurance. Insurance is not available for purchase from Lessor's rental office.

**17. LESSEE'S CHANGE OF ADDRESS OR ANY OTHER INFORMATION:** If Lessee's address, phone number, name, employment, or any other information supplied by Lessee in this Rental Agreement changes, Lessee shall immediately inform Lessor, in writing of said change.

**18. OTHER PERSON TO NOTIFY AND/OR ALTERNATE MAILING ADDRESS:** Lessee may specify below an alternate mailing address and/or the name and address of another person who, in addition to the Lessee, Lessor is to provide any notice that is required to be mailed to Lessee under section 514.970 to 514.979 and 336.7-210 of the Minnesota Statutes:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Alternate mailing address:** \_\_\_\_\_

**19. DEFINITION OF LESSOR:** The word "Lessor" in this Rental Agreement refers to all of the following: WINONA SELF-STORAGE, an agent of WINONA SELF-STORAGE, or any other person authorized by WINONA SELF-STORAGE, d/b/a WINONA SELF-STORAGE, to manage the self-storage facility or to receive rent from a lessee under a rental agreement.

**20. CHOICE OF LAW:** This Rental Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Venue for any action pertaining to this Rental Agreement or the services provided hereunder shall be in a court of competent jurisdiction in Winona County, Minnesota. If any portion(s) of this Rental Agreement is found to be invalid or unenforceable, the remaining portions shall remain valid and enforceable.

In witness whereof, we acknowledge we have read and understand the above Rental Agreement. If there are special exceptions or conditions to the above, they have been written below in the space provided.

Initials for special conditions or exceptions as stated above: \_\_\_\_\_

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Lessee: \_\_\_\_\_ Lessor: \_\_\_\_\_  
(Renter) (Winona Self-Storage)

**NOTICE TO LESSEE: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE COVENANTS AND CONDITIONS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. LESSEE HEREBY ACKNOWLEDGES THAT BY SIGNING THIS AGREEMENT ABOVE, HE HAS READ, UNDERSTANDS AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT, WHICH CONSISTS OF THREE PAGES.**