

HIGHWAY TWO STORAGE
(Div. of GS Ventures, LLC) 701-740-7433
email: hwytwostorage@gondtc.com

This RENTAL AGREEMENT made between Highway Two Storage hereinafter called Owner and person named below hereinafter called occupant.

Remit to: Highway Two Storage
PO Box 54
Devils Lake, ND 58301-0054
www.highwaytwostorage.com

Date In: _____

Date Out: _____

Name: _____

1st Unit No. _____ Size: _____ Monthly Rent: _____

Address: _____

2nd Unit No. _____ Size: _____ Monthly Rent: _____

City: _____

Phone: _____

State: _____ Zip: _____

Emergency Contact: _____

Phone: _____

Email: _____

1. **TERM.** The Term of this tenancy shall commence on the date written above and shall continue thereafter on a month-to-month basis.

10. **RELEASE OF OWNER'S LIABILITY.** All personal property stored within or on the rented premises by Occupant shall be at Occupant's sole risk. Owner and Owner's agents or representatives shall not be liable to Occupant for any damage to, or loss of, any personal property while stored on the premises arising from any cause whatsoever including, but not limited to, burglary, theft, fire, water, rain, snow, wind, tornado, explosion, riot, civil disturbances, rodents, insects, mold, mysterious disappearance, or acts of God. Nor shall the Owner be liable for loss or damage resulting from failure, interruption, or malfunction of utilities provided to Occupant.

2. **RENT AND OTHER CHARGES.** Rent is payable in advance on the first day of each month. No monthly statements are sent. A \$10.00 late fee will be charged if rent is not paid by the 1st. An additional \$10.00 late fee will be charged for every 10 days the rent is late (\$30.00 max. per month). Units will be overlcked upon default. The rental charge may be increased at any time by Owner giving written notice to Occupant at least thirty (30) days prior to imposition of the rent increase.

11. **LIABILITY FOR INJURY.** Owner, Owner's agents and employees shall not be liable to Occupant for personal injury or death as a result of Occupant's use of the storage space on the premises.

3. **USE AND OCCUPANCY.** The occupant hereby agrees and warrants that any and all property to be stored in the leased space will be the sole and exclusive property of the Occupant and that the Occupant will permit no other person's property to be stored therein. Owner exercises neither care, custody nor control over Occupant's stored property and does not guarantee the safety or security of the premises. Occupant is solely responsible for properly locking the unit and insuring the door-pull rope is inside. Occupant shall not store any illegal, controlled, corrosive, dangerous, hazardous, or toxic substance or explosives or highly flammable materials within the storage space. Occupant also agrees to the following:

12. **INDEMNIFICATION.** Occupant will indemnify, hold harmless, and defend Owner from all claims, demands, actions or causes of action (including attorney fees and costs) arising out of Occupant's use of the premises.

- a. No nails, screws, or fasteners may be placed in any walls or ceiling.
- b. No alterations to the unit are allowed; lodging or sleeping is prohibited.
- c. No type of heater or heat lamp of any kind may be used in the unit.
- d. No pets, plants, or other living organisms may be stored in the unit.
- e. Auction, rummage, garage, or similar sales are prohibited on premises.

13. **COSTS AND FEES.** If legal action needs to be brought by Owner to recover any sums under this Agreement, or for the breach of any other covenant or condition in this agreement, Occupant shall pay to Owner all costs, expenses and attorney's fees incurred by owner in the action. Fees include lock removal (\$30.00), certified letter (\$30.00), legal publication (\$60.00), and NSF check (\$25.00).

4. **ACCESS.** Occupant's access to the storage space may be conditioned in any manner deemed reasonably necessary by Owner to maintain order on the premises. Such measure may include, but are not limited to requiring verification of Occupant's identity, limiting hours of operation, and requiring Occupant to sign in or sign out upon entering and leaving the premises. Occupant agrees that Owner may at any reasonable time enter the storage space to inspect the premises or make repairs.

14. **NO ORAL AGREEMENTS.** This Rental Agreement contains the entire agreement between Owner and Occupant and no oral agreements shall be of any effect. Occupant acknowledges that no representations have been made with respect to safety, security, or other special suitability of the storage space for the storage of Occupant's property, and Occupant has made his or her own determination of such matters from inspection of the storage space and facilities.

5. **RIGHT TO ENTER.** Occupant grants Owner, Owner's agent or representative or any government authority including police and fire officials access to the storage space upon reasonable written notice to Occupant. In the event of an emergency, Owner, Owner's agent or representative, or any government authority shall have the right to remove Occupant's lock and enter the premises, without notice to Occupant, and take such action as may be necessary or appropriate to preserve the premises, to comply with applicable law, or enforce any of Owner's rights.

15. **NON-ASSIGNMENT.** This agreement may not be assigned, or the space sublet in whole or in part by Occupant without the Owner's prior written consent.

6. **DEFAULT.** A default shall exist if the occupant fails to pay rent as provided above, or if occupant fails to keep and perform any of the terms, covenants and conditions of this agreement.

16. **LIEN RIGHTS.** In the event of a default under this agreement, Owner is entitled to a lien as allowed by state law of all amounts allowed therein. This lien is in addition to other remedies available to the Owner to enforce payment for the service provided.

7. **TERMINATION/CLEANING.** Thirty (30) days prior written notice to take effect at the end of a term given by Owner or Occupant to the other will terminate the Tenancy. This agreement shall automatically terminate if Occupant abandons the space. Occupant shall have abandoned the space if Occupant has removed the contents of the space and is not current in all obligations hereunder. Occupant must remove all contents from the premises and leave the space broom clean and in good condition. A disposal fee will be assessed based on amount of garbage left at the facility. Occupant is responsible for all damages and clean-up expenses.

NOTICE: YOUR STORED PROPERTY WILL BE SUBJECT TO A LIEN FOR UNPAID RENT AND/OR OTHER CHARGES AND WILL BE FORFEITED TO THE OWNER IF RENT OR OTHER CHARGES REMAIN UNPAID. THIS LIEN AND ITS ENFORCEMENT ARE AUTHORISED BY STATE LAW.

8. **NOTICES.** All notices required by law or this Agreement may be sent to Occupant or Alternate Contact at the addresses given above. Occupant is responsible for notifying Owner in writing for any changes of address. Occupant agrees that any lien notice that cannot be served on Occupant can be served on Emergency Contact.

17. **RULES.** Occupant agrees to abide by all rules and regulations that the Owner may put into effect or which may be adopted later. Any violation of the rules shall be considered a default under this agreement.

9. **INSURANCE.** Occupant at Occupant's expense shall maintain fire and extended coverage insurance on the stored property for its actual cash value. The insurance shall cover burglary, vandalism and malicious mischief. Insurance on Occupant's property is a material condition of this Agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of the Agreement and Occupant assumes all risk of loss of the stored property that would be covered by such insurance. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees.

Unit Rental _____

Other Charges _____

Total _____

Paid Via: _____

Occupant: _____

Owner: _____

This contract signed in duplicate the _____ day of _____, _____

See back side (Page 2) for additional information

HIGHWAY TWO STORAGE
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419 Gouldings Road, PO Box 54
Devils Lake, ND 58301-0054
Phone: 701-740-7433
Email: hwytwostorage@gondtc.com

1. Storage recommendations for protecting your contents:
 - A. If possible, keep all items off the floor for better air circulation. Setting everything on pallets is **STRONGLY** recommended.
 - B. **IMPORTANT** -- Leave a center aisle to the rear of your unit for air circulation and periodic inspection. Check your unit weekly for possible moisture condensation on the concrete floor, especially during the spring and summer months. Air out unit if necessary.
 - C. Cover fine furniture, mattresses, and box springs with drop cloths or plastic covers. Snow and dust infiltration is possible with strong winds.
 - D. To retard rusting of bare metal apply a light coat of oil.
 - E. It is not advisable to store pianos, art objects, or valuable antiques.
 - F. Storage units are not mouse-proof. Mouse poison may be used.
2. Locks should be winterized as freezing weather approaches. We suggest spraying antifreeze into the lock (around the shackle and where the key is inserted). Feel free to contact Highway Two Storage for assistance in winterizing your lock.
3. Snow Removal - Highway Two Storage will attempt to have traffic lanes clear within 48 hours of a storm. Snow next to the doors will not be moved and is the occupant's responsibility. Feel free to contact Highway Two Storage if assistance is needed.
4. Please be very careful with your keys as the two keys given at rental time are the only ones we have*. If both keys are lost, there is a \$30.00 charge (\$20.00 for removal of the old lock and \$10.00 for a new lock). Highway Two Storage does retain a duplicate key for units with electrical power.

*The lock or locks on your unit are not new and have been used before on a different unit. New locks may be purchased for \$10.00 each or you may add your own as a second lock.

THANK YOU FOR YOUR PATRONAGE!!!

Initial Here

Date