

premises, Occupant must independently obtain such coverage at Occupant's expense from Occupant's own insurer. Owner shall have no liability for any loss or damage to any property stored on the premises, caused by acts of third parties, theft, any forces of nature, mold, mildew, water damage, or otherwise. **Property is stored at Occupant's SOLE RISK!**

Default: In the event Occupant 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:

- I. Claim for money damages or unpaid monthly rent and additional fees.
- II. Denial of access to Occupant's personal property contained in the unit.
- III. Foreclosure of personal property.

Except to extent limited by law, Owner may simultaneously pursue any of the above-referenced remedies. Upon Owner's commencement of legal proceedings against Occupant arising from a default, any cure tendered by occupant shall include all monthly rent arrearages and other charges accrued, and reimbursement of all expenses reasonably incurred by Owner in the enforcement of the legal remedies identified above.

Lien: In accordance with Minnesota law, Owner possesses a lien against the personal property stored pursuant to this Agreement for rent, labor, and other charges in relation to the personal property that have become due and for expenses necessary for the preservation of the personal property or reasonably incurred in the sale of other disposition of the personal property. This lien may be enforced in accordance with the provisions of Minn. Statute 514.972 and the personal property sold to satisfy the monetary claims of Owner which have accrued. In the event of a default giving rise to the assertion of a personal property lien, Owner may deny to Occupant access to personal property contained in the storage facility after default notice. Notwithstanding the assertion of a personal property lien, access to Occupant's personal papers, health aids, personal clothing, and personal property necessary for Occupant's livelihood may be obtained by Occupant provided that such items have a market value of less than fifty dollars (\$50.00) per item, and provided that Occupant presents a list of such items to Owner which Occupant desires to remove from the premises.

Expiration of Term: In the event this Rental Agreement is for a definite term, the term expires on the date set forth above. If this Rental Agreement is designated as a month-to-month agreement, either Owner or Occupant may terminate the Agreement by providing no less than fifteen (15) days advance written notice to terminate the Agreement effective as of the last day of any given month. Any such written notice, as evidenced by such postmark, ultimately terminates the Agreement on the last day of the next month for which such notice would be timely. Owner shall have no obligation to provide any prorated rent refunds in the event the premises are vacated by Occupant prior to the end of any month for which the rental payment has been paid. This Rental Agreement shall automatically terminate in the event of Occupant's default in payment or performance hereunder, subject to prompt complete cure of any such default. If payments continue after term of lease has expired, this will be considered a month-to-month lease and all terms will apply.

Care of Leased Space: Occupant shall keep the leased space in good condition and repair, subject only to reasonable wear and tear. Occupant may not make any alterations to the leased space without prior written consent of Owner. Occupant has accepted the space in a broom-clean condition, and is required to leave the space in broom-clean condition upon the termination of this Agreement. Occupant must provide Owner with access to unit to enable Owner to exercise Owner's right to enter the space at reasonable times to inspect, clean, repair, alter, or improve the leased space, or at any time, in case of emergency. Owner may relocate Occupant's stored personal property in order to accommodate repairs and/or improvements. Owner will not otherwise unreasonably interfere with occupant's use of the leased space provided that Occupant is not in default.

Exclusion of Warranties: Owner is not authorized to make warranties about the leased space or facility. Oral statements given by Owner are not warranties. No such oral statements are a part of this Agreement. The entire Agreement and contractual undertaking between the parties is contained in the written Agreement. Any implied warranties of merchantability or fitness for a particular purpose, and all other warranties, expressed or implied, are excluded from this transaction, and do not apply to the leased space or the premises.

Other: This Agreement cannot be assigned or sublet without the prior written approval of Owner. In the event the premises are damaged or destroyed by fire or other casualty, this Agreement shall terminate as of the date of such occurrence. The Agreement created no legal relationship between Owner and Occupant other than that of lessor and lessee. No waiver by Owner of any failure or refusal to comply with the obligations of this Agreement on any one occasion shall be deemed a waiver of any other subsequent failure or refusal to so comply.

THIS IS A LEGAL DOCUMENT. IF YOU DO NOT COMPLETELY UNDERSTAND IT, SEEK COMPETENT ADVICE.