

Denny's Storage Co.
3138 N. 10th St., Suite #1
Bismarck, North Dakota 58503
(701) 255-2804

RENTAL AGREEMENT

Warehouse Locations:
3344 Saratoga Avenue
1930 Hancock Drive
Highway 83 & 43rd Avenue
Bismarck, North Dakota

Lease No. _____

Starting Date: _____ Space #: _____ Rent: \$ _____ Deposit: \$ _____

Name: _____ Address: _____

City: _____ State: _____ Zip Code: _____ ID: _____

Telephone (Home): _____ Telephone (Cell): _____ Telephone (Work): _____

Alternate Contact Name: _____ Telephone: _____

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

2. RENT AND OTHER CHARGES. Rent is payable in advance on the first day of each rental period. Rent ten (10) days or more late shall result in a \$10.00 late fee. If rent remains unpaid and Owner begins proceedings to foreclose its statutory lien, occupant further agrees to pay a \$10.00 pre-lien fee, a \$15.00 lien sale fee and all actual costs and expenses incurred in the sale or disposal of the property. Any check that is NSF or dishonored shall result in a collection fee of \$25, plus a penalty equal to three times the amount of the dishonored check, or \$200, whichever is less. 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.

3. SECURITY DEPOSIT. The security deposit paid by occupant will be held by owner for the full performance of the terms of this agreement and for any cleaning and repair of the premises upon termination of this agreement.

4. 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 substances or explosives or highly flammable materials within the storage space. Occupant agrees not to store property with a total value in excess of \$5,000.00 without the written permission of Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000.00. Occupant shall also not store family heirlooms, antiques or other items difficult to value on the premises.

5. 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 measures 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 to inspect the premises or make repairs.

6. 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.

7. 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.

8. 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/or has removed Occupant's locking device from 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.

9. 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 of any change of address. Occupant agrees that any lien notice that cannot be served on Occupant can be served on Alternate Contact.

10. 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.

11. 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, fire, water damage, mysterious disappearance, rodents, acts of God, or theft.

12. 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.

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

14. 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 attorneys' fees incurred by owner in the action.

15. NO ORAL AGREEMENTS. This Rental Agreement contains the entire agreement between Owner and Occupant and no oral agreement 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.

16. 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.

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

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 AUTHORIZED BY STATE LAW.

18. 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.

Occupant _____

By _____

Denny's Storage Co. Representative