



Rental Storage Unit Lease Agreement

This Lease Agreement is made this _____ day of _____, 20____ by and between Dunham Property Management as agent for Owner, and _____ (Tenant) herein referred to as Resident.

1. **PROPERTY:** This Lease Agreement is for a Storage Unit located at _____.

2. **LEASE TERMS:** The initial term of the lease shall commence on _____, 20____, and shall expire on _____, 20____. After the initial term of this lease agreement, this agreement will be automatically renewed on a month-to-month basis (beginning with the first day of the month) unless written notice of termination is given by either party at least 30-days before the end of the above lease term or unless another rental agreement is signed by both parties. If commencement of occupancy of the premises is delayed because of construction or because a prior resident's holding over, Owner shall not be liable to Resident for such delay, and this lease shall remain in force; provided however, that rent shall be abated on a daily basis during the delay. Such conditions shall not apply to cleaning and repair delays. This lease may not be assigned nor the property sublet without the prior written approval of Owner.

3. **RENT:** Resident agrees to pay \$_____ per calendar month for rent for the storage unit, payable in advance and without demand at Dunham Property Management, 230 S. Phillips Avenue, Suite 202, Sioux Falls, South Dakota 57104, or as may be directed from time to time, on or before the 1st day of each month without a grace period. If rent is paid after the 1st day of the month, Resident agrees to pay a late charge of \$5.00 plus \$2.00 per day until paid in full. Resident agrees to pay a \$20.00 charge for each returned check.

4. **SECURITY DEPOSIT:** In addition to the monthly rental, Owner acknowledges receipt of the sum of \$_____ as a security deposit for the property, which shall be returned to the resident, at address given by resident, upon faithful performance of this agreement. Resident agrees that this security deposit shall not be applied as rent and Owner is given the right to place such a deposit in an interest bearing account with the interest to accrue in accordance with state law to the Owner in absence of specific law otherwise.

5. **NOTICE:** At least 30-days written notice of intent to vacate must be given to Owner's representative prior to move-out at the end of the above lease term and any renewal or extension periods. In the event of automatic renewal or extension of the Lease Agreement, rent shall be paid through the last day of the month following the expiration of the 30-day notice period, unless Owner agrees otherwise in writing. This means that a 30-day notice given March 20, for example, would terminate the lease as of April 30. A 30-day written notice will be given for any rent increase.

6. **UTILITIES:** Owner will furnish the electricity for lighting. Electricity shall be used for lighting purposes only.

7. **CONDITION OF THE PREMISES ON MOVING IN AND MOVING OUT:** When moving out, Resident agrees to surrender the property in the same condition as when received, reasonable wear accepted. Resident has examined and accepted the property as is. Resident shall have the right to report defects or damages to Owner's representative within 24 hours after Resident is given possession of the property. Resident shall use reasonable diligence in the care of the property. Resident may not make any alterations of Owner's property fixtures without the prior written consent of Owner's representative; no holes shall be put in the walls, ceilings or floors. If the Owner provides a lock, lock changes or additional locks shall be permitted except by Owner's prior written permission. Resident shall not permit the accumulation of rubbish, liquid waste, or refuse, and shall not store any live animals, explosives, gasoline, or other flammable materials therein, and shall surrender property at expiration of lease agreement in a clean sanitary condition.

8. **RULES AND REGULATIONS:** Resident, his family, and guests will comply with all written rules and regulations furnished to the Resident. Owner may make reasonable rule changes, if in writing and distributed to all Residents.

9. **USE OF PREMISES:** Resident shall use the premises only for the storage of goods and/or commodities stored for lawful purpose and in the possession of resident through lawful means. Resident shall not have the right to store any items which he has in his possession illegally or which are items which are unlawful to be in possession of, nor shall any flammable, explosive, dangerous materials or illegal drugs be stored on the premises. Resident also agrees to not maintain a business, operate any machinery or use the premises which are the subject of this lease agreement for any commercial, industrial, retail, wholesale or promotional activity, or as a distributing facility. The premises are intended for the sale and exclusive use of passive storage of property owned and in lawful possession of resident.

10. **RESIDENT DAMAGES:** Resident agrees to promptly reimburse Owner for any loss, property damage and/or cost of repairs or service caused by negligence or improper use by Resident, his agents, family or guests. Resident shall be responsible for damage from doors left open. Such reimbursement is due when the Owner makes demand.

11. **LIEN:** Pursuant to the law of South Dakota, Owner shall have a lien for storage charges, insurance, labor and for any monies necessarily expended for the care, preservation and storage of goods in the storage; Owner also has a lien for money advanced at the request of Resident to discharge a prior lien and for the expenses of sale where default has been made and satisfied a valid lien. Resident hereby gives and grants to Owner a lien upon all personal property of every kind and description now or hereafter to be placed or installed in the lease premises and agrees that in the event of any failure on the part of the resident to comply with obligations hereof, Owner may take possession and may credit the net proceeds against any amounts obtained in an unlawful detainer proceeding, including costs and reasonable attorney fees.

12. **FORECLOSURE:** Resident agrees that Owner may foreclose and enforce the lien herein given by breach of this agreement as follows:

- A) All persons known to claim an interest in the goods or property shall be notified.
- B) The notification shall be delivered in person or sent by certified mail to last known address of the person to be notified. Service shall be deemed to have been made upon placement of the certified letter in the United States mail.
- C) The notification shall include an itemized statement of the claim, a description of the goods subject to the lien, a demand for payment within a specified time not less than 10 days after receipt of the notification, and a conspicuous statement that unless the claim is paid within that time the goods will be advertised for sale by public auction at a specified time and place.
- D) Before any sale pursuant to this lease, any person claiming a right to the goods may pay the amount necessary to satisfy the lien and the reasonable expenses incurred associated with the sale.
- E) Owner may buy goods at any public sale pursuant to this lease.
- F) A purchase in good faith of goods sold to enforce this lien shall take the goods free of any rights of persons against whom this lien was valid.
- G) Owner may satisfy its lien from the proceeds of any sale pursuant to this agreement but must hold the balance, if any, for delivery on demand to any person to whom it would have been bound to deliver the goods.

13. **OWNERS LIABILITY:** Owner shall not be liable for any damages or losses to person or property caused by other residents or other persons. Owner shall not be liable for personal injury or damage or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, acts of God, or other causes whatsoever. Owner strongly RECOMMENDS that Resident secures his own insurance to protect himself against all of the above occurrences.

14. **REPAIRS OR MALFUNCTIONS:** Resident agrees to request all repairs and services in writing so Owners designated representative, except in an extreme emergency when telephone calls will be accepted. In case of malfunctions or equipment or utilities or damage by fire, water, or other cause, Resident shall notify Owner's representative immediately and Owner shall act with due diligence in making repairs. Rent shall not abate during such periods.

15. **WHEN OWNER MAY ENTER:** If Resident, his guest, or family is present, then Owner's representative or serviceman may enter the property during reasonable time for any reasonable business purpose. If such persons are not present, Owner's representative or serviceman may enter at reasonable times for the following purposes: requested repairs, extermination, preventative maintenance, failure to return tools or appliances within prescribed time, emergency safety or fire inspections, showing the property to prospective purchasers, or insurance agents, or to prospective residents (after lease termination notice has been given). No notice will be given in the event of an emergency.

16. **OWNER'S OBLIGATION:** Owner agrees to (a) properly maintain property; (b) abide by applicable state and local laws regarding repairs; (c) make all reasonable repairs, subject to Residents obligation to pay for damages caused by Resident, his family or guests.

17. **GENERAL:** This lease agreement is the entire agreement between the parties, and Resident acknowledges that no other oral or written agreement exists, either express or implied. This agreement may be modified only in writing signed by all parties. All Resident's statements in the rental application were relied upon by Owner in executing this contract, and any misinformation therein shall be considered cause for termination by Owner of Resident's right or occupancy. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this contract. Each of the undersigned states that he is of legal age to enter into a binding contract. Any clause in this agreement or attachment hereto declared invalid by law shall not terminate or invalidate the remainder of this agreement.

THIS PROPERTY IS OFFERED WITHOUT REGARD TO RACE, COLOR, CREED, SEX OR NATIONAL ORIGIN.

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND, SEEK COMPETENT ADVICE. RESIDENT ACKNOWLEDGES RECEIPT OF COPY OF THIS LEASE.

Resident

Property Manager

Resident

Street Address

City, State, Zip

Phone Number

Residents Social Security Number

Residents Employer and Phone Number