

# Waukee Self Storage

790 Frontier Dr  
Waukee, Iowa 50263  
(515) 987- 9900

## RENTAL AGREEMENT

Tenant Name \_\_\_\_\_

E Mail \_\_\_\_\_

Home Address/Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Drivers License No. \_\_\_\_\_ Auto License Plate No. \_\_\_\_\_

Today's Date \_\_\_\_\_ Occupancy Start Date \_\_\_\_\_

Unit No. \_\_\_\_\_ Unit Size \_\_\_\_\_ For \$ \_\_\_\_\_ Per Month

### 10.00 late fee for past due rent

Landlord, Waukee Mini-Storage, L.L.C., dba Waukee Self Storage is the owner of certain property at 790 Frontier Dr, Waukee, Iowa, 50263. In connection therewith Landlord by this agreement hereby rents to Tenant the above numbered unit and/or outside space at the above location for the indicated rental rate upon the following terms, conditions, and covenants as to all, which Tenant hereby agrees.

1. **Landlord/Tenant.** The Tenant agrees that the relationship between the Tenant and the Landlord created by this rental agreement is that of Landlord and Tenant and not that of bailor-bailee.
2. **Term.** The rental term shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, and shall continue from month to month thereafter until this Agreement is terminated by either party. **Either party may terminate this Agreement at any time by giving the other at least thirty (30) days written notice**, from the first day of any month, of intention to terminate. Tenant shall not assign this rental agreement or sublet the whole or any portion of the unit rented.

**Security Deposit/Rent Payment.** Tenant agrees to pay a \$10.00 setup fee. In addition, all subsequent monthly rentals are to be paid on or before the anniversary day of each month. **Tenant's failure to pay the rent, either in person, by credit card or mail postmarked on or before the due day, shall cause a late charge of ten (\$10.00).**  
**Access into the Waukee Self Storage facility will be denied five days after due date.**

4. **Property Stored in Premises.** Landlord and Tenant hereby agree upon the following provisions with respect to items stored on the premises.

- a. **Dangerous Materials.** Tenant hereby agrees not to store or use any flammable, combustible, toxic, or other dangerous materials or objects in the unit. Tenant agrees to indemnify and forever hold harmless Landlord against each and every claim, demand or cause of action that may be made or come against Landlord by reason of or in any way arising out of Tenant's rental of the unit and its use of the same. Tenant obligation to indemnify shall include any cost, expenses, fines, or penalties imposed against the Landlord arising out of the storage of uses of any hazardous or toxic material by the Tenant, Tenant's agents, employees, invitees or guests. Landlord shall have the right to enter the unit when deemed necessary by Landlord for inspection or to protect the premises. Such indemnity shall extend to but not be limited to any and all damage caused to the unit, the other units located on the premises, property of other parties which is located on the premises and injury to Landlord, other Tenants and any other party who may be on the premises.
  - b. **No Living Entities.** Tenant agrees not to permit any human, animal or other living entity to be quartered in the unit.
  - c. **Stored Vehicles.** If any type of vehicle is stored in the unit, Tenant shall provide a key to the vehicle to Landlord (for emergency purposes).
  - d. **Food Items.** Tenant agrees not to store any food items in the unit (perishable or non-perishable).
5. **Tenant to Insure Property/Waiver of Landlord Liability.** Tenant is obligated to obtain insurance to protect the value to the stored property. This requirement to obtain insurance is a material condition of this Agreement, and failure to obtain such insurance will be a breach of this Agreement. Tenant hereby agrees that Landlord shall have no liability whatsoever or to any extent for or on account of any injury to any property at any time in said unit due to burglary, mysterious disappearance, fire, water, rodents and acts of God arising from active or passive acts of omissions or negligence of the Landlord, Landlord's agents or employees. Tenant hereby releases Landlord from any and all responsibility whatsoever in connection with Tenant and Tenant's property and acknowledges that Tenant hereby waives his rights to a jury trial on any claim raised against Landlord and shall look solely to his insurance coverage, if any and shall make no claim whatsoever against Landlord. Tenant further waives subrogation of any claims arising during this Agreement and the Tenant's insurance company shall not have the right to seek recovery from Landlord after payment of any claim.
  6. **Use of Premises.** Tenant agrees that the use of the unit shall in no way interfere with the use of any other party or any portion of the premises other than the unit rented by Tenant and not to make or allow to be made any unlawful, improper, or offensive use of the unit. Tenant agrees that Tenant will not in any way, place any item or material outside the unit rented by Tenant, but all property of Tenant shall at all times be located in such unit and that unit will at all times be kept locked. Tenant agrees to indemnify and hold the Landlord harmless for property loss or damage or personal injury caused by Tenant, Tenants agents or employees.
  7. **Abandonment/Landlord's Right to Lien.** In the event Tenant shall remove or attempt to remove any goods or property from the unit hereby rented without first having paid all rent and other charges which may become due during the entire time of this rental agreement, or fail to pay when due the rent provided in this rental agreement, or upon Tenant's failure to remove all goods and property located in the rented unit upon termination of this rental agreement, all goods and property of the Tenant shall be considered ABANDONED, and Landlord shall have the right to sell said goods and personal property pursuant to the power of sale hereinafter granted to the Landlord.
  8. **Landlord's Right to Take Possession.** If the Tenant fails to pay the rent when due or fails for a period of ten (10) days to remedy any other breach then, and in both of said events, Landlord, at its option, may at once terminate this rental agreement, re-enter upon said unit, take possession of the goods and property located therein, apply the Lock & Key Deposit as payment towards rent, and place an additional lock or locks at Tenant's cost on

the unit hereby rented which Landlord shall have no obligation whatsoever to re-rent unless and until all sums owed to Landlord hereunder are paid in full. Tenant hereby waives any claim for damages by reason of entry by Landlord into the unit or by reason of Landlord placing additional locks on such unit denying entry to Tenant or by Landlord removing the Tenant's lock on the door.

9. **Landlord's Right to Sell.** If the Tenant fails to pay the rent due under this agreement, abandons the property as that term is herein above defined, or fails for a period on ten (10) days to remedy any other breach hereunder, any of which may be treated by Landlord as a termination of this rental agreement, and the Landlord may after re-entering the unit and taking possession of the goods and property located therein, sell the same at a sale in block or in parcel, upon giving the Tenant five (5) days notice by registered mail addressed to the Tenant's address shown above, or in person. The Landlord shall have the right to bid on and purchase same. Said sale shall be for cash, and the Tenant hereby constitutes and appoints the Landlord his agent and attorney-in-fact to make such sale and conveyance, thereby divesting the Tenant off all rights, title or equity that they may have in and to said property and vesting the same in the purchaser or purchasers at such sale and all of the acts and doings of said attorney-in-fact are hereby ratified and confirmed. The proceeds of said sale shall be applied first to the payment of all sums due the Landlord including his reasonable costs of conduction and advertising sale, and including Landlord's reasonable attorneys' fees connected with the sale, and the remainder, if any, shall be paid to the Tenant by mailing the same to Tenant's address shown above.
10. **Ownership of Property.** Tenant warrants that all goods and personal property to be placed by Tenant in the unit hereby rented by Tenant, shall be Tenant's own property and shall be subject to levy and sale by the Landlord unless so listed by Tenant on the reverse side of all copies of this agreement. In the event that paragraph 8 of this agreement is placed into full force and effect. Tenant agrees to hold Landlord harmless and indemnify Landlord in the event property is sold which belongs to a party other than Tenant and not so indicated on the reverse side of all copies.
11. **Cumulative Rights.** All remedies herein before given and all rights and remedies now in existence or hereinafter given to Landlord by law or equity shall be cumulative and concurrent.

**WAUKEE SELF STORAGE, LANDLORD**

By \_\_\_\_\_

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

Insurance Yes \_\_\_\_\_, No \_\_\_\_\_

Lock Code