

# Lake Madison Storage

(located at Wireless World)  
722 S Washington Ave  
Madison, SD 57042  
605-636-9143 or 366-9000

Storage unit No. \_\_\_\_\_ LMS \_\_\_\_\_  
Yearly Rate: \$ \_\_\_\_\_  
Monthly Rate: \$ \_\_\_\_\_  
Deposit: \$0.00     Admin Fee: \$10.00  
Amt collected: \_\_\_\_\_

## Rental Agreement

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: Res. \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_  
Email: \_\_\_\_\_ Place of Employment: \_\_\_\_\_

The Renter, named above, agrees to rent from Landlord the storage unit identified above under the terms and conditions described in this Rental Agreement.

### Please initial by each blank:

1. \_\_\_\_\_ **Rental Period, Date due, late charges**--The rental period for the storage unit is from the *first* day of the month except that if the Rental Agreement starts on any other day except the first, the rent for that month will be pro-rated. Rent due date is the first day of each month and the rent shall be paid in advance. A late charge of \$20.00 will be made if rent payments are not received by the 10<sup>th</sup> of the month. Renter understands that Landlord will not send out an invoice and that it is the Renter's responsibility to pay rent on time. A charge of \$30.00 will be made for each check returned by your bank unpaid.
2. \_\_\_\_\_ **Termination of rental agreement** --Either the Renter or landlord may terminate this rental agreement by giving the other a **5-day written notice**. Failure by the Renter to give written notice of intention to terminate this agreement will result in forfeiture of any deposits and/or prepaid rent. Upon vacating the storage space, Renter shall remove all contents and leave the storage space clean. Failure to do so shall result in the Landlord deeming the storage space to be occupied by Renter and the monthly rent to accrue.
3. \_\_\_\_\_ **Pro Rate & Holding Over** – If renter vacates the storage space prior to the end of the first month, the Landlord will retain the unused portion of the rent already paid to the Landlord. If the Renter vacates the storage space after above –stated due date (1<sup>st</sup> day of the Month) or any time after the first month's rental, the Landlord will charge the Renter on a pro-rata basis for the first 20 days. If the Renter stays for more than 20 days any month after the first full month of rental, the Renter shall pay the full month's rental rate.
4. \_\_\_\_\_ **Use of storage unit**--The storage unit shall be used only for the storage of the Renter's property. No items shall be stored that would violate law or insurance policy or which are Hazardous to persons or property in the vicinity of the rented unit. The rented unit shall not be used for operation for any business, for manufacturing, or for any human or animal occupancy. The Renter agrees not to do any painting or spraying of toxic materials in the storage unit. Renter shall not make any alterations to the walls, floors, ceiling, or electrical system and shall not penetrate the walls, doors or ceiling with any fasteners. The operation of any type of heater, refrigerator, or freezer is prohibited. No storage of flammables, or hazardous substances.
5. \_\_\_\_\_ **Right to refuse**--The Landlord has the right to deny storage to certain items. Landlord reserves the right to refuse rental space to any person.
6. \_\_\_\_\_ **Sublease and agreement**--Subleasing or assigning the rented storage unit is prohibited. The signer of this agreement will be considered to be the only person responsible for carrying out the requirements of the agreement.
7. \_\_\_\_\_ **Right of Access**--The Renter shall have access to the rented storage unit during daylight hours provided that all terms and conditions regarding rent payment have been met. Access will be denied if fifteen (15) or more days delinquent. The Landlord, or its authorized representative, shall have the right to enter with out notice or consent to inspect and repair the storage unit as necessary.

8. \_\_\_\_\_ **Insurance and Responsibility for Damages**--The Renter agrees to obtain and maintain in force during the term of this agreement sufficient fire and extended coverage insurance with respect to property stored in the unit. It is understood that Landlord carries no insurance coverage which covers in any way whatsoever any loss that may be suffered by the Renter by theft, fire, vandalism, water damage, or by any cause whatsoever. **PROPERTY IS STORED AT OCCUPANT'S SOLE RISK AND THIS IS A SELF-STORAGE FACILITY AND IS NOT A WAREHOUSEMAN.** The Renter hereby agrees to indemnify and hold Landlord harmless from and against any and all claims for damage to property or personal injury costs including attorney fees arising from that use of the rented unit.
9. \_\_\_\_\_ **Default Lien on Stored Property**--It is agreed by the Renter that the failure to comply with all conditions of this agreement including the requirement to make rent payments as stated herein, constitutes a default to the agreement. As a remedy to the default it is also agreed that Landlord shall be entitled to immediately enter and take possession of all property. Landlord shall notify the Renter of the intention to seize and seal the property by certified letter to the above address. If the proceeds of the sale exceed the amount owed by the Renter for unpaid rent, late fees, costs of sale, and other charges incident to the Renters default, that amount will be refunded by check, mailed regular mail to the above address. If it is desired at any time to change the above address that must be done in writing via certified mail to the Landlord.
10. \_\_\_\_\_ **Administrative Fee**--The non-refundable administrative fee is the amount indicated above is for establishing and maintaining the Renter's account.
11. \_\_\_\_\_ **Renewal of Agreement and Terms**--In the event that the Renter continues to use the storage unit beyond the end of the month in which it was rented, this agreement will be considered to be in force and all terms and conditions shall apply. The rental rate specified may be subject to change; however, by giving the Renter a written notice of 30 days before the new rate would be effective.
12. \_\_\_\_\_ **Entire Agreement Clause**--The agreement constitutes the sole and only agreement between Landlord and the Renter and supercedes any prior understanding either written or oral between the parties. This agreement cannot be amended, altered or abridged in any paragraph. No subsequent oral agreement between any employee of landlord and the Renter shall have any bearing whatsoever on this agreement.
13. \_\_\_\_\_ **Condition of Unit and Disclaimer of Warranties**--The storage unit has been inspected by Landlord and the Renter and is accepted for use as specified herein. Landlord does not make any guarantees or promises regarding the temperature to be maintained in the unit or its suitability for the Renter's use.
14. \_\_\_\_\_ **Recovery of Damages**--If landlord should become involved in legal proceedings against the Renter for recovery of rent or to recover possession of the rented unit, and should prevail therein, the Renter shall in every case pay landlord all expense thereof-reasonable attorney fees.
15. \_\_\_\_\_ **Referral Credit** – *Refer a friend and if they rent for 5 months YOU and YOUR FRIEND will receive \$50 off your 6th Months rent. Both customers must pay their bill on time every month for the 6 months.*

RENTER: PLEASE NOTE

- A late charge of \$20.00 will be made if rent payments are not received by the 10<sup>th</sup> of the month

*Please read this entire agreement before signing it. Your signature below means that you understand and agree to all terms and conditions of agreement.*

RENTER \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED AGENT \_\_\_\_\_ DATE: \_\_\_\_\_