

LEASE AGREEMENT WITH RENNER STORAGE, INC. · 25524 472nd AVENUE · RENNER, SD 57055 · 605-359-6085 · CONTACT: TIM TIAHRT

This lease agreement was entered in on the _____ day of _____, 20____, between Renner Storage, of 25524 472 Avenue (mailing address), City of Renner, County of Minnehaha, State of South Dakota, hereinafter referred to as Lessor and _____, of _____, City of _____, County of _____, State of _____, hereinafter referred to as Lessee.

Section One - Rental

Lessor hereby rents and leases to Lessee, and Lessee hereby hires and leases from Lessor, storage space no. _____, a _____ X _____ size unit, located at the premises of Lessor at 25788 472nd Avenue or 25771 472nd Avenue (physical address), City of Renner, County of Minnehaha, State of South Dakota, for the term and at the rental provided for in this lease agreement.

Section Two - Rent

The monthly rental for the space hired by Lessee shall be _____ Dollars (\$ _____) payable monthly in advance, with the first payment, on a prorated basis to the first day of the following month, made concurrently with the execution of this lease agreement, receipt of which is hereby acknowledged. There shall be no refund on any monthly rental for a lease agreement terminated before the end of the month. All lease payments shall be made at 25524 472nd Ave., City of Renner, State of South Dakota, 57055, or at such other place as Lessor may designate. Lessor reserves the right to increase the monthly rental as Lessor sees fit. When Lessor elects to increase the monthly rental Lessor will send written notice to Lessee thirty (30) days in advance of the increase effective date. Late rent three times in a calendar year is subject to eviction.

Section Three - Security Deposit

In addition to the rental provided for in this lease agreement, lessor acknowledges receipt of the sum of _____ Dollars (\$ _____) which constitutes a security deposit for the faithful performances of this lease agreement.

Section Four - Term

This lease agreement shall be for a term of _____ (_____) months. Unless Lessor or Lessee gives **thirty (30) days notice of the intention to terminate this lease agreement**, this lease agreement shall continue on a month-to-month basis thereafter until terminated by thirty (30) days notice by either Lessor or Lessee or by the mutual agreement of the parties or by the failure of Lessee to pay the rent when due and payable.

Section Five - Alterations: Maintenance

Lessee shall not make or suffer any alterations to the demised premises without the written consent of Lessor. Lessee shall keep and maintain the demised premises in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste, or refuse on the premises. Lessee shall not store any live animals, explosives, gasoline, or other flammable materials on the demised premises, and shall, at the termination of this lease agreement, leave the demised premises in clean condition and **shall fully sweep the entire unit**.

Section Six - Use

Lessee shall use the demised premises only for the storage of goods or commodities stored for any lawful purpose and in the possession of Lessee through lawful means. Lessee expressly shall not have the right to store any items that Lessee possesses illegally or which are items that are unlawful to be possessed by Lessee, nor shall Lessee store any flammable, explosive, or dangerous materials or illegal drugs on the demised premises. Further, Lessee agrees that lessee shall not maintain any business, operate any machinery, or use the demised premises for any commercial, industrial, or retail or wholesale sales or promotional efforts, or as a manufacturing or distributing facility. The demised premises cannot be used by Lessee or any other individual as a residence. The demised premises are intended for the sole and exclusive use of the storage of property owned or lawfully in the possession of Lessee.

Section Seven - Lien

A. Pursuant to SDCL 44-14-2, Lessor shall have a lien for storage charges and for advances and insurance incurred at the request of Lessee, and for money necessarily expended in and about the care, preservation, and keeping of the property stored. Lessor also shall have a lien for money advanced at the request of Lessee to discharge a prior lien, and for the expenses of sale where default has been made in satisfying a valid lien. The rights of Lessor to such lien are regulated by statute.

B. Lessee hereby gives and grants to Lessor a lien upon all personal property of every kind and description now or hereafter to be placed or installed in the demised premises. Lessee agrees that in the event of any failure on the part of Lessee to comply with each and every covenant and obligation of this lease agreement, Lessor may take possession of and sell the property in any manner provided by law, and may credit the net proceeds against any amounts due under the terms of this lease agreement or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorney fees.

Section Eight - Liability; Insurance

A. This lease agreement is made on the express condition that Lessor shall be free from all liability and claims for damages by reason of injuries of any kind to any persons, including Lessee or any property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the demised premises, during the term of this lease agreement or any extension of this lease agreement or any occupancy under this lease agreement.

B. Lessee agrees to save and hold Lessor harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring.

C. Lessee shall, at Lessee's sole expense, maintain insurance on the property stored in and on the demised premises. Lessor shall not be responsible for theft or damage, if any, to such property caused by fire, water, or from any cause whatsoever. Lessor shall have the right to enter into and upon the demised premises at reasonable times for the purpose of inspecting the condition of the demised premises.

Section Nine - Casualty

In the event the demised premises shall be damaged by fire or other casualty during the term of this lease agreement, whereby the demised premises shall be rendered untenable, either Lessor or Lessee may cancel this lease agreement by written notice delivered to the other. On such cancellation, rent shall be paid only to the date of the fire or casualty, and Lessee in possession of the demised premises shall be held harmless by Lessor for damage to the demised premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the acts or conduct of Lessee, Lessee's licensees, or invitees. If Lessee or any of his agents or invitees shall cause damage to the demised premises including but not limited to backing into the premises with any type of motorized vehicle, trailer or transport vehicle, Lessee shall be responsible to Lessor for the cost of repair of the premises due to such damage.

Section Ten - Attorney Fees

In the event any action is instituted at law to enforce any covenant contained in this lease agreement or to recover any rent due or to recover possession of the demised premises for any default or breach of this lease agreement by Lessee, Lessee shall pay such reasonable attorney fees as may be determined by the court.

Section Eleven - Delinquent Payment

A. Rental payments shall be due and payable on the first day of each calendar month in advance.

B. In the event that rental payment is not received by the **10th day** of the month in which it has become due and payable, the rental payments shall be considered as delinquent, and, in addition to the rental then due, there shall be an additional service charge of _____ Dollars (\$ _____) to reimburse Lessor for the cost of bookkeeping and other administrative services for the payments received after the **10th day** of each calendar month.

C. Failure to pay the rental payment by the **10th day** of each calendar month shall also constitute a basis for termination of this lease agreement.

D. If the lease agreement is terminated by Lessor for failure of lessee to pay the monthly rental, then and in that event, Lessor shall have the right to immediately remove all of the property of Lessee and to store it at Lessee's sole expense, except such property as may be necessary to satisfy the lien provided for in this lease agreement for unpaid rental to Lessor.

Section Twelve - Governing Law

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota.

Section Thirteen - Effect of Partial Invalidity

The invalidity of any part of this lease agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this lease agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section Fourteen - Waivers

Waiver by Lessor of any breach of any covenant or duty of Lessee under this lease agreement is not a waiver of a breach of any other covenant or duty of lessee, or of any subsequent breach of the same covenant or duty.

Section Fifteen - Remedies of Lessor Cumulative

The remedies given to Lessor in this lease agreement shall be cumulative, and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy.

Section Sixteen - Counterparts

This lease agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Renner, South Dakota, on the date indicated below.

Lessor _____ Date _____
Lessee _____ Date _____

Lessee hereby acknowledges receipt of a copy of this lease agreement. _____ (Lessee)