



Make checks payable to:
Budget Storage
 3350 Center Grove Dr.
 Dubuque, IA 52003

Monthly check due on the _____ of each month
 in the amount of \$ _____ sales tax included

This Storage Unit Rental Agreement is executed in Dubuque, Iowa on this _____ day of _____, 20____
 between Budget Storage, ("operator") and LESSEE whose name is:

Name _____ Home Phone _____

Address _____ Cell Phone _____

City _____ Unit Number _____

Alternate or backup contact person: Name: _____ Phone _____

Date of beginning: _____ Description of what is being stored: _____

Move in Cost

First Months Rent	\$ _____
Sales Tax	\$ _____
Deposit	\$ _____
Lock	\$ _____
Total Payment	\$ _____

Service Fees

Late Payment Charge	\$10.00
Vacate Notice Not Given	\$10.00
Not Leaving Unit Clean	\$10.00
Lost locks or Keys	\$15.00
Damage to unit:	Cost of labor and Materials

1. **Month to month rental agreement:** Operator rents to lessee, as provided in this agreement, the storage unit designated above, at Budget Storage, 10732 Diesel Drive, Dubuque, Iowa, on a month to month basis. This agreement will renew on a monthly basis on the monthly anniversary day of beginning as set forth above, for each succeeding month, until terminated by notice, by the terms of this agreement or by law.

2. **Rent:** The monthly rental amount is set forth above, and shall be paid by lessee in a timely fashion on or before the anniversary date of this agreement on each succeeding month. Time is of the essence in compliance with all of the terms of this agreement.

3. **Locks:** Lessee must obtain a lock from Operator for locking of the unit. A \$15.00 charge will be applied for obtaining the lock and keys, \$5.00 of which will be returned upon lessee's proper return of the lock and all keys to operator at time of termination.

4. **Use of Premises:** The premises are leased to be used as a storage unit only. Any violation of these terms of use will allow the Operator to terminate the rental agreement as provided below. Lessee will:

- a. restrict their use to such purpose, and not use, or permit the use of the unit for any other purposes, including but not limited to performing any work, repairs or maintenance.
- b. not make any alterations to the structure of the unit.
- c. not store or permit on the premises any unlawful items, nor any dangerous, explosive, volatile, or hazardous items or substances which present a hazard to the structure or other lessees.
- d. not use premises in any manner, even for the purpose for which the premises are leased, that will increase risks covered by insurance on the building where the premises are located, so as to increase the rate of insurance on the premises, or to cause cancellation of any insurance policy covering the building. Lessee may not keep on the premises, or permit to be kept, used, or sold on the premises, anything prohibited by the policy of fire insurance covering the premises.
- e. keep the unit reasonably clean, and free of garbage, refuse, litter, trash, deteriorated items, or other accumulations which may attract, maintain or allow infestation of vermin or insects, or allow development of mold.
- f. not store items on the premises which are temperature-sensitive, and unsuitable for storage without climate control.
- g. not store or leave any items outside of the unit, on operator's premises.
- h. not store or bring onto the premises any items of character different than those described above, without advance notice and consent of the operator.

5. **Prohibition Against Waste, Damage or Unlawful Use:** Lessee will not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, damage the premises, or use or allow the premises to be used for any unlawful purpose.

6. **Delivery, Acceptance, and Surrender of Premises:** Lessee has inspected the premises and determined that the premises are fit for his purposes. Operator makes no representations as to the fitness of the premises for Lessee's specific purposes(s). Lessee will accept the premises on possession as being in a good state and in sanitary condition. Lessee will surrender the premises to the Operator at the of termination, in the same condition as when Lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fire and storms. Lessee will ensure the unit is in "broom clean" condition at time of surrender. Lessee will remove all items placed on the premises by him before redelivery of the premises to the Operator, and restore the portion of the premises on which they were placed in the same condition as before their placement. **Lessee shall give advance notice of termination to the operator at least 14 days before the end of a rental month.** The operator will inspect the premises upon surrender, and account for the deposit within 30 days following surrender.

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7. Operator's Right to Inspect, Repair, and Maintain Premises: Operator reserves the right to enter the unit to inspect, to perform required maintenance and repair, or to make additions or alternations to any part of the building in which the unit is located, and Lessee will permit Operator to do so. Operator may, in connection with such alternations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without any obligation to reduce Lessee's rent for the premises during such period, and without incurring liability to lessee for disturbance of quiet enjoyment of the premises, or loss of occupation of the premises.

8. Insurance: Operator and lessee agree to insure their respective real and personal property interests. Lessee is advised that Operator will not carry coverage for lessee's personal property stored or kept on the premises, and lessee is advised to obtain such coverage as lessee deems advisable for protection of his/her personal property.

9. Liability for injury or damage; Indemnity: Each party shall be liable to the other for all damage to the property of the other m=negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees).

Except for negligence of the operator, lessee will protect, defend and indemnify operator from and against all loss, costs, damage and expense occasioned by, or arising out of, any accident or pther occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by lessee or any person claiming through or under lessee.

10. NO WARRANTIES: This agreement provides for a self-service storage unit. Operator does not take any form of custody or control of items stored, nor province security for the unit. Operator hereby disclaims any implied or expressed warranties, guarantees or representations of the nature, condition, safety or security of the premises and LESSEE hereby acknowledges that the LESSEE has inspected premises and herby agrees that OPERATOR does not represent or guarantee the safety or security of the premises or of any property stored there in. This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understanding with respect thereto. No representative of OPERATOR is authorized to make any representation or warranties except as except as expressly set forth herein.

11. Assignment or Sublease: Lessee may not assign or sublease the premises leased, any part of the premises, or any right or privilege connected with it, or to allow any other person, except Lessee's agent and employees, to occupy the premises or any part of the premises, without first obtaining Operator's written consent. One consent by Operator is not a consent to a subsequent assignment, sublease, or occupation by other persons. Lessee's unauthorized assignment, sublease, or license to occupy is void, and terminates this agreement at Operator's option. Lessee's interest in this agreement is not assignable by operation of law, nor is any assignment of his interest, without Operator's written consent.

12. Default: It shall be a default for lessee's (1) failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements or conditions imposed on lessee pursuant to the terms of this agreement; or (3) institution of voluntary bankruptcy proceedings in which the Court orders relief against the lessee as a debtor; assignment for the benefit of creditors of the interest of lessee under this agreement; appointment of receiver for the property or affairs of lessee, when not vacated within 10 days following appointment.

Notice of Default: Operator shall give lessee written notice specifying and giving lessee seven (7) days in which to correct the default. Operator shall not be required to give lessee more than three(3) notices for the same default within any 365 day period.

Remedies: In the event lessee has not remedied a default in a timely manner following a Notice of Default, operator may proceed with all available remedies at law or in equity, including but not limited to the following: (1) termination. Operator may declare the agreement to be terminated and shall give lessee written notice of such termination, and may at the time, give lessee a notice to quit provided for in chapter 648 of the Iowa Code. In the event of termination, operator shall be entitled to prove claim for and obtain judgement against lessee for the balance of the rent due under the terms of this agreement, plus expenses in regaining possession and reletting, including reasonable legal fees and costs. (2) forfeiture. If a default is not in a timely manner, operator may declare this agreement forfeited and shall give lessee a written notice of such forfeiture, and may at the time, give lessee a notice to quit provided for in chapter 648 of the Iowa Code.

13. Landlord'd lien and security interest: The operator shall have, in addition to any lien by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and shall substitutions thereof, kept by lessee on the premises. Operator may proceed at law or in equity with any remedy provided by law or this agreement for the recovery of rent, or termination of this agreement because of lessee's default in performance.

Operator shall have a lien for unpaid charges as allowed by Iowa Code Section 578A.3, upon all lessee's personal property located at the storage unit. Operator shall have all the rights and remedies permitted under Chapter 578 of the Code of Iowa for the payment of unpaid charges, including but not limited to retaining possession of the items stored and denying access thereto, and the rights of sale/other disposition in enforcement of operator's lien.

14. Notices: Notices given pursuant to the provisions of this agreement, or necessary to carry out its provisions, must be writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. It shall be lessee's obligation to keep operator advised of lessee's current address. In the absence of address change provided by one party to the other, the addresses indicated in this agreement shall be presumed as current and used as those for the parties for purposes of notice.

15. Effect of Operator's Waiver of Covenants: Operators waiver of breach of one covenant or condition of this agreement is not a waiver of breach of others, or of breach of the one waived. Operator's acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay the rent installments accepted.

Operator _____ Date _____

Lessee _____ Date _____