



STORAGE LEASE

This Lease made and entered into this ____ day of _____, 2015, by and between Kinneberg Properties LLC dba Gopher Premier Storage, "Lessor," and _____, "Lessee."

1. Rental. Lessor hereby rents and leases to Lessee, and Lessee hereby hires and leases from Lessor, space in a rented storage ("Property") located at 210 West Main Street, Hayfield, Minnesota 55940 on the terms and conditions contained herein.

2. Property. Lessee shall use the Property for the storage of the following items:

Lessee shall not store any flammable, dangerous or explosive materials or rubbish, waste or refuse in the Property nor any property that Lessee possesses illegally.

3. Rent. The monthly rent for the Property shall be _____ Dollars (\$_____) payable in advance on the first day of each month during the term of this Lease.

4. Security Deposit. Lessee shall pay Lessor a security deposit in the amount of \$_____ contemporaneously with the execution of this Lease to assure Lessee's faithful performance of this Lease, which shall be returned to Lessee upon the faithful performance of this Lease.

5. Term. The term of this Lease shall commence on _____, 2015, and expire on _____, 2016. Upon the expiration of the initial term of this Lease, this Lease shall continue on a month-to-month basis thereafter until terminated by either party by 30 days' prior written notice.

6. Lien. Pursuant to Minnesota Statutes, Section 514.18 et seq., Lessor and/or David E. Kinneberg and Earl J. Kinneberg, shall have a lien for storage charges and for advances and insurance incurred at the request of Lessee. Lessee hereby grants Lessor a lien on all personal property of every kind and description now or hereafter placed in the Property. 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, 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 this Lease or against any judgment obtained in an unlawful detainer proceeding, including costs and reasonable attorneys' fees.

7. Waiver of Liability. This Lease is made on the express condition that Lessor shall be free from any and all liability and claims for damages by reason of injuries or 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 Property, during the term of this Lease or any extension thereof. Lessee shall 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.

8. Risk of Loss/Repair/New Replacement Cost. From the delivery of the Property to Lessee until its return to Lessor, as those terms are defined herein, including during any time of transit or shipment of the Property, Lessee shall bear any and all risk of loss and/or damage to the Property regardless of whether such loss of damage may have been caused by Lessee, Lessee's agent, Sublessee, shipper or any third party. If the Property is damaged, such liability shall include Lessor's actual cost of repair and the payment of all continuing rental charges until the repaired Property can be restored to rental use by Lessor. If the Property cannot be timely repaired, then Lessee shall be liable for Lessor's full actual new replacement cost for the Property as well as the payment of all continuing rental charges until the Property is replaced and restored to rental use by Lessor. The decision as to whether the damaged Property shall be replaced or repaired shall be solely Lessor's and shall be conclusive on Lessee. If the Property is lost, stolen or seized (by a third party or governmental agency) while in the possession of Lessee or any agent or Sublessee of Lessee, or any carrier or storage facility, Lessee shall be liable for the full new replacement cost of the Property and all continuing rental charges until the replacement property is restored to rental use by Lessor. Lessor shall be under no obligation to replace or repair Property until Lessee has paid for the damaged, lost or stolen Property. In such event, rental charges for the subject Property shall continue to accrue until Lessee has paid for the lost, stolen or damaged Property or until repairs are completed.

9. Property Insurance. Lessee shall at all times from the delivery of the Property to Lessee to its return to Lessor, as those terms are defined herein, including during times of shipment and storage, maintain property insurance covering the Property from damage or loss from any cause whatsoever. Such property insurance shall be in an amount sufficient to cover the full new replacement cost of the Property and Lessor's rental charges until the Property is repaired or replaced. Lessor shall be

named an additional insured and loss payee on such policy or policies and, upon request by Lessor; Lessee shall provide Lessor with proof of such insurance.

10. Notice of Cancellation of Insurance. Lessee shall provide Lessor with thirty (30) days written notice prior to the effective cancellation, material change, or modification to any insurance required to be maintained by Lessee pursuant to the foregoing provisions.

11. Failure to Procure Insurance. Should Lessee fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Lessor upon request with satisfactory evidence of insurance, Lessor may, but shall not be obliged to, procure the insurance and Lessee shall reimburse Lessor on demand for such costs. Lapse or cancellation of the requirement of insurance shall be immediate and automatic default of this rental agreement.

12. Right of Termination. Lessor and Lessee are hereby given the rights and option to terminate this Lease, at will, by giving the other party written notice of such election to terminate at least thirty (30) days prior to the effective date of such termination, which termination may only be effective on the last day of a calendar month.

13. Attorneys' Fees. In the event that any action is instituted to enforce any covenant contained in this Lease or to recover any rent due or to recover possession of the Property for any default or breach of this Lease by Lessee, Lessee shall pay such reasonable attorneys' fees as may be incurred by Lessor in connection therewith.

14. Delinquent Payment. In the event that a rental payment is not received by the fifth day of the month in which it becomes due and payable, the rent payment shall be considered to be delinquent and, in addition to the rent then due, there shall be a late charge of \$100.00 due in addition to the delinquent rent. Failure to make the rent payment (and any associated late charge) by the tenth day of the month shall constitute a basis for termination of this Lease. If this Lease is terminated by Lessor for Lessee's failure to pay rent, then and in that event, Lessor shall have the right to immediately remove all of the property of Lessee and to store the same at Lessee's expense, except such property as may be necessary to satisfy the lien provided for in this Lease for unpaid rent.

15. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Minnesota.

16. Entire Agreement. This Lease constitutes the entire agreement between the parties and may not be altered, amended or modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LESSOR:
KINNEBERG PROPERTIES LLC DBA
GOPHER PREMIER STORAGE

By: _____
David E. Kinneberg,
Chief Manager

LESSEE:
