

Monthly payment
\$ _____

Contract Number _____

River Bluff Estates, L.L.C.
PO Box 610
Fort Pierre, SD 57532
605-280-6791

No Statement will be Sent
Put unit number on your check

Date ____/____/____

RENTAL AGREEMENT

THIS AGREEMENT is made between River Bluff Estates, L.L.C. hereinafter called **OWNER**, with a principle place of business as shown above hereinafter known as **PREMISES**, and _____, hereinafter known as **OCCUPANT**, having an address as indicated below. **OCCUPANT** shall lease space # _____, size _____ from **OWNER** in a building located at the above stated premises.

- 1. ADMINISTRATIVE FEE.** A one time administrative fee of _____ is to be paid upon the signing of this RENTAL AGREEMENT.
- 2. RENT. OCCUPANT** shall pay rent for the storage space at a rate of \$ _____ per month. The first monthly payment shall be made on ____/____/____. This rental agreement may be terminated by either party as described herein. The prorated rent from the date of move-in to the 1st day of the following month is \$ _____. All payments shall be to owner at above stated address. **OCCUPANT** understands that the **OWNER will not send an invoice to OCCUPANT for rent due and it is the OCCUPANTS responsibility to pay rent on time. Indicate unit number on check with payment.**
- 3. LATE CHARGE AND RETURNED CHECK.** If **OCCUPANT** does not pay rent within 10 days of the due date, the occupant shall be considered in DEFAULT. **OCCUPANT** will be denied access to the storage space and will pay the **OWNER** \$20.00 late charge. **OCCUPANT** will pay an additional late charge of \$20.00 after 30 days of continuous non payment and again after 60 days of continuous non payment (see paragraph #7 "DEFAULT and OWNERS LIEN"). In both cases **OCCUPANT** will continue to be denied access. **OCCUPANT** will pay to **OWNER** a \$30.00 fee for every check returned to **OWNER** for non-sufficient funds. Payment will be first applied to late charges and upon full payment of late charges, payment will be applied to rent.
- 4. HOLDING OVER.** If **OCCUPANT** vacates the storage space prior to the end of the first month, the **OWNER** will retain the unused portion of the rent already paid to **OWNER**. If the **OCCUPANT** vacates the storage space after above stated due date or any time after the first month's rental, the **OWNER** will charge the **OCCUPANT** on a prorated basis for the first 20 days. If **OCCUPANT** stays for more that 20 days any month after the first full month of rental, the **OCCUPANT** shall pay to **OWNER** the full month rental rate.
- 5. TERMS. OCCUPANT** expressly agrees and covenants with **OWNER** that **OCCUPANT** will not use said premises for any unlawful purpose, and the **OCCUPANT** will pay the rent as it becomes due that **OCCUPANT** will keep said premises in good condition and the **OCCUPANT** will not store explosives or highly flammable materials or goods in said premises. Further, **OCCUPANT** shall not use storage space for residential purposes.

Upon vacating the storage space (owner will consider unit vacated once **OCCUPANT** has remove his/her lock) **OCCUPANT** shall remove all contents and leave the storage space broom clean. Failure to do so shall result in the **OWNER** deeming the storage space to be occupied and the monthly rent will continue to accrue.

OCCUPANT must supply his/her own lock and place it on the storage space the day of signing the rental agreement.

This rental agreement shall automatically renew after the initial months rental until either party terminates in writing or as otherwise stated herein.

OCCUPANT understands it is his/her responsibility to furnish any change of address in writing by certified mail to **OWNER**.

OWNER shall have the right to enter the storage space without notice to **OCCUPANT** to inspect, repair, and maintain the storage space, and if deemed necessary by **OWNER**. **OCCUPANT** contents may be moved to another space or suitable storage facility.

OCCUPANT shall not sublet or assign this agreement without prior written permission of the **OWNER**.

OWNER is not a WAREHOUSEMAN and **OCCUPANT** has exclusive care custody and control of personal property stored in **OCCUPANTS** storage space.

- 6. NON-LIABILITY OF OWNER AND INSURANCE OBLIGATIONS OF OCCUPANT.** ALL PROPERTY STORED BY **OCCUPANT** IN THE STORAGE SPACE SHALL BE AT THE SOLE RISK AND HAZARD OF **OCCUPANT**. THE PROPERTY STORED IN THE STORAGE SPACE IS NOT INSURED BY THE **OWNER** AGAINST LOSS OR DAMAGE AND THEREFORE **OCCUPANT** MUST OBTAIN ANY INSURANCE DESIRED AT **OCCUPANTS** OWN EXPENSE. THE **OWNER** SHALL NOT BE LIABLE FOR PERSONAL INJURY OF PROPERTY DAMAGE OR LOSS FROM THEFT, VANDALISM, FIRE, WATER, RAIN, EXPLOSION, OR ANY OTHER CAUSE WHATSOEVER.
- 7. DEFAULT AND OWNERS LIEN.** **OWNER** HAS A LIEN ON PERSONAL PROPERTY STORED IN THE STORAGE SPACE FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY, AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION, OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION, INCLUDING REASONABLE ATTORNEYS FEES. IN CASE OF DEFAULT OR IF **OCCUPANT** FAILS TO PAY RENT FOR THE STORAGE OF PERSONAL PROPERTY ABANDONED AFTER TERMINATION OF THE RENTAL AGREEMENT, **OWNER** MAY DENY THE **OCCUPANT** ACCESS TO THE STORAGE SPACE, ENTER THE STORAGE SPACE FOR PURPOSE OF TAKING INVENTORY, AND SATISFY THE LIEN BY SELLING THE PERSONAL PROPERTY. FURTHERMORE, PROCEEDS FROM THE SALE OF THE PROPERTY WHICH REMAIN AFTER SATISFACTION OF THE LIEN MAY BE RETAINED BY THE **OWNER** IF UNCLAIMED WITHIN TWO YEARS FROM THE DATE OF THE SALE.
A breach of any of the foregoing covenants and conditions by **OCCUPANT** shall, at the option of the **OWNER**, terminate this rental agreement and said rental agreement shall become null and void.

IN TESTIMONY WHEREFORE the **OWNER** has caused this instrument to be executed in duplicate and **OCCUPANT** has hereunto affixed his/her signature(s) on the date and year above written. **OCCUPANT** acknowledges that he/she has read both pages of this rental agreement and is in receipt of a fully executed copy of this rental agreement. This is a legally binding agreement. If you do not understand it please seek legal advice.

OCCUPANT(S) SIGNATURES: _____ ALT. ADDRESS _____

ADDRESS: _____

ALT PHONE : _____

DRIVERS LICENSE ID: _____ RIVER BLUFF ESTATES, I.I.C.: _____

PHONE: _____ BY: _____

E-mail _____

River Bluff Estates, L.L.C.

Storage Information and Regulations

1. Read your agreement carefully.

2. Office hours: By appointment.

3. Use of Premises:

A. Hooks, screw, nails cannot be driven into the walls or frame work of any storage unit, do not attach shelving, etc. to the walls.

B. Signs, advertisements, notices, or lettering cannot be applied to the exterior of any tenant's storage unit

C. To avoid cleaning/damage charges, please empty your storage unit of refuse when vacating. The tenant is responsible for disposing of ALL items (including furniture, appliances, lumber etc.).

D. Restoration of vehicles, boats, or other equipment is subject to the following rules:

- a. The item in storage must be your personal possession and restoration work cannot be performed for others.
- b. The walls and floors of the storage unit must be protected from oil leakage and spills. Painting is prohibited in the Storage unit!
- c. Do not run engines inside the storage unit. Engines can be started for entering or exiting a unit only.
- d. Storage of extra tires, batteries, or flammable liquid is not permitted.
- e. If you have any special requests, please present them to us in writing. We will be happy to try to accommodate your requests.

4. Occupant is responsible for supplying his/her storage locker with his/her padlock.

5. Storage of the following items is prohibited:

- A. Gasoline and other flammable liquids.
- B. Loose piles of clothing, rags, paper.
- C. Illegal contraband, drugs, perishable items

6. River Bluff Estates Storage does not provide insurance for your items.

River Bluff Estates rents space for temporary use. **The storage units are subject to extreme heat and cold as well as humidity.** It is not recommended that heirlooms, priceless furniture, etc. be stored without special protection by the owner or without insurance

coverage. Your possessions should be stored off the concrete floors since moisture could form on the concrete causing damage. Pallets are available for rent. Check with River Bluff Estates, L.L.C.

7. It is important that you notify the River Bluff Estates, L.L.C. in writing by certified mail to inform us of a change in address or phone number. We may need to contact you in case of an emergency.

8. It is to your benefit to advise us when you are vacating your unit. Your rent continues until we are notified by you of your departure. If you do not clean your vacated unit rent will continue to be charged.

9. Rent is due on the first of each month and late on the tenth. A late fee is charged on any amount which is 10 days past due and fees will continue to accrue if rent continues to be late without exception. Payment will first be applied to late charges and only after late charges are paid in full, will payment be applied to rent. If you mail your payment to us, please indicate your unit number on your check.

10. Tenant agrees to not store anything that is hazardous or illegal by any state, local or federal law, ordinance or regulation.

11. No smoking in the units, please! Obey the 10 mph speed limit and park so that others can use the storage facilities as well.

12. Snow/ice removal 6-18" out from the storage locker door is the responsibility of the OCCUPANT.

13. NO unlicensed/out of date tags on vehicles, NO Flat Tires, and No damaged vehicles shall be allowed in our outside storage area!

**THANK YOU FOR
CHOOSING
River Bluff Estates,
PO Box 610,
Fort Pierre, SD 57532
(605)-280-6791**