

Monthly Payment \$ _____

River Bluff Estates, L.L.C.

Contract Number _____

PO Box 610

No Statement will be sent

Fort Pierre, SD 57532

Put Unit Number on Check

605-280-6791

Date: ____/____/____

RENTAL AGREEMENT

THIS AGREEMENT is made between River Bluff Estates, L.L.C. hereinafter called OWNER, with a principal 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.

- ADMINISTRATIVE FEE.** A one-time administrative fee of \$10.00 is to be paid upon the signing of this RENTAL AGREEMENT.
- 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 the OWNER at the 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.**
- 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 nonpayment and again after 60 days of continuous nonpayment (see paragraph #7 "DEFAULT and OWNERS LIEN"). In both cases OCCUPANT will continue to be denied access. OCCUPANT will pay the OWNER a \$50.00 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.
- 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 the 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 than 20 days any month after the first full month of rental, the OCCUPANT shall pay to OWNER the full month rental rate.
- 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 removed 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.

- 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 THE 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.
- 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.
- The OCCUPANT agrees to receive text alerts from the OWNER regarding account notifications. This may include service issue status updates, lease renewal alerts, etc. The OCCUPANT understands that message and data rate may apply.

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: _____

ADDRESS: _____

DRIVERS LICENSE ID: _____ Email _____ Phone _____

River Bluff Estate L.L.C. _____ Date ____/____/____

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 framework 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:
 - 1) The item in storage must be your personal possession and restoration, work cannot be performed for others.
 - 2) The walls and floors of the storage unit must be protected from oil leakage and spills. Painting is prohibited in the Storage unit!
 - 3) Do not run engines inside the storage unit. Engines can be started for entering or exiting a unit only.
 - 4) Storage of extra tires, batteries, or flammable liquid is not permitted.
 - 5) If you have any special requests, please present them to us in writing. We will be happy to accommodate your request.
4. **Occupant** is responsible for supplying his/her storage locker with his/her padlock.
5. **Storage of following items is prohibited:**
 - A. Gasoline and other flammable liquids.
 - B. Loose piles of clothing, rags, and paper.
 - C. Illegal, contraband, drugs, perishable items.
6. **River Bluff Estates Storage** does not provide insurance for your items.
7. **It is important that you notify 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 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 until it is cleaned.
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. **Tenants agree 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!

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.

River Bluff Estates Storage 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

THANK YOU FOR CHOOSING
River Bluff Estates,
PO Box 610,
Fort Pierre, SD 57532
605-280-2671