



# POKEGAMA PINES STORAGE, DBA FOREVER HERKY LLC

23097 & 23298 Freeway Blvd, Pine City

9773 Birchview Rd, Grasston

**MAILING ADDRESS: 8739 Maple Shores Dr, Pine City, MN 55063**

**Bethany Marx 612-503-6781**

**Bob Marx 612-418-5184**

This Rental Agreement between renter and Forever Herky LLC is made subject to the following terms:

DATE OF AGREEMENT	
RENTAL TERM	
STORAGE UNIT #	
MONTHLY RENT (DUE 1ST OF EACH MONTH)	\$
DEPOSIT AMOUNT	\$
CURRENT MONTH PRORATED AMOUNT DUE	\$
ADDITIONAL RENT PAYMENT	
PURCHASED PADLOCK	
DISHONORED CHECK FEE	\$50.00
LATE FEE (ASSESSED MONTHLY ON 5TH)	\$25.00
DOUBLE-LOCK FEE	\$25.00
LOST KEY FEE OR 2ND KEY DEPOSIT	\$25.00 or \$42.00
LIEN FEE	\$100.00
LIEN SALE FEE	\$200.00
DUE AT MOVE-IN PAID:	\$

GATE COMBO: \_\_\_\_\_

KEY #: \_\_\_\_\_

RENTER'S NAME	
PHONE	TEXT OK? YES NO
E-MAIL	
MAILING ADDRESS	
CITY, STATE, ZIP	
OTHER PERSON(S) AUTHORIZED TO ACCESS AND/OR ACT UPON INTEREST OF STORAGE UNIT NAME, ADDRESS, PHONE NUMBER	



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**\*Payment** may be mailed to the mailing address on front of this contract or taken to one of our drop boxes at our lake location, Beroun Crossing Marathon, or Sprouts Health Food store in town. Thank you!

**\*We ask that you provide us with 30 days written notice before the 1st of the month you plan to move out. Please do this, and have your storage unit broom clean with key(s) returned by the last day of move-out month to receive your full deposit refund.**

**Description of Premises.** Occupant has examined the proposed unit and by signing this agreement acknowledges that it is acceptable in every aspect for the purpose of this agreement. Access to unit and common areas will be governed by posted hours and days of operation.

**Rental Due Date.** Rent is due the first day of each month plus any applicable fees. Tenant is responsible to see that payment is made no later than the first. Rent is past due if not received or postmarked by the 1<sup>st</sup> of each month. Remit Rent to:

**Notice of Leaving** Occupant must give 30 day notice before they move out. It must be done by the first of the month. Failure to do so is a violation of this contract and the deposit will not be returned.

**Deposit.** Deposit will be refunded to renter provided the unit is left in a broom-clean and undamaged condition, and Tenant has paid all rent due.

**Relationship of Parties.** The parties have no legal relationship other than that provided by law. At no time shall the Manager be deemed to be a warehouseman, bailee, agent or other associate of Tenant, nor shall any rights arising from such relationships exist.

**Default.** Default means Occupant has not paid rent and late charges within 15 days after they are due. Default proceedings shall be governed by Minnesota Statutes Section 514.970 thru 514.979. Upon postmarking of notice a lien will be placed on the property and the unit double-locked (denial of access). If payment is not made within 10 days of receipt of notice, then a sale will be held to recoup lost rent and costs. It is important that rent is paid on time.

**Abandonment.** Any property remaining upon expiration of term will be deemed abandoned and may be disposed of at the discretion of Pokegama Pines.

**Owner's Lien and Security Interest.** Under Minnesota law, owner has a lien upon the property or upon the proceeds of the property stored by renter at the self-storage facility. The lien covers overdue rent, labor, other charges including expenses of sale and complying with laws. If the rent or any other charges remain unpaid for fifteen consecutive days, owner has the right to deny access to certain personal property stored in occupant's space and to enforce and satisfy the lien by selling the property stored by occupant at the facility in accordance with the Minnesota liens on personal property in self-service storage act, which authorizes such actions.

**Use of Premises.** Tenant may have access to the unit for the sole purpose of using the Unit for storage purposes. Tenant will provide their own lock and keep the keys. Tenant will be responsible for the acts of persons entering under Tenant's authorization. Tenant expressly agrees and covenants with manager as follows:

- 1) Tenant will be responsible for any and all breakage or damage done to the Unit and the cost of necessary repairs thereto.
- 2) Tenant will not sell or assign this agreement or sublet the Unit or any part thereof.
- 3) Tenant will comply with all federal, state and local laws, ordinance regulations covering the Unit of the use thereof and will do nothing that will void any hazard or other insurance or increase the rate of the same, maintained upon premises.
- 4) Tenant will keep the Unit in good condition (usual wear and depreciation accepted).
- 5) Tenant WILL NOT STORE EXPLOSIVES, AMMUNITION OR HIGHLY FLAMMABLE MATERIAL OR GOODS IN THE UNIT.
- 6) Tenant will not conduct any type of business or commercial enterprise out of the Unit.
- 7) Tenant will not do any alterations or decorating to the Unit or use the Unit for lodging or sleeping.
- 8) Tenant acknowledges that Manager does not provide electricity, air conditioning or heating on the premises.
- 9) Tenant agrees to rent the Unit for the minimum of 1 (one) month.
- 10) Dumping of trash is prohibited. Tenants are responsible for the properly disposing of their own garbage.
- 11) Total value of goods stored unit are deemed not to exceed \$5,000. This shall be the limit of liability imposed by any Court and accordingly, any action for adjudication of a claim shall be heard in a court of limited jurisdiction such as a small claims court.

**Manager Access.** Manager shall permit Manager to enter the Unit at all reasonable times to inspect the same and to make such repairs and alterations as Manager deems necessary. IN THE EVENT OF AN EMERGENCY, MANAGER RESERVES THE RIGHT TO IMMEDIATELY ENTER THE UNIT.

**Relocate.** Manager reserves the right to relocate Tenant without expense to Tenant, to any unit of comparable size to Tenant's Unit.

**Insurance.** MANAGER DOES NOT CARRY AND IS NOT OBLIGATED TO CARRY ANY INSURANCE COVERAGE FOR THE PROPERTY TENANTS STORES IN THE UNIT, FOR LOSS CAUSED BY FIRE OR OTHER CASUALTY, THEFT, ACT OF GOD OR OTHERWISE. If Tenant desires insurance for the property stored in the Unit, tenant may obtain the same at its own expense. For better storage protection we recommend using pallets to store your belongings on.

**Indemnity Agreement.** Renter agrees to indemnify and hold harmless Pokegama Pines and its agents for any loss or liability to the maximum extent allowed by law for their active or passive acts or omissions unless an event of fraud, willful injury or violation of law occurs.

**Validity.** This agreement will be governed according to the laws of the state of Minnesota. This agreement is the entire agreement between the parties. A copy shall serve the same effect as the original. Each clause of this agreement will be found individually enforceable.

**I, renter, agree to receive email communications in regards to my account. By choosing the option to receive email communication in this agreement, the owner will provide you notices and other information regarding your account through the email reflected in our records, or in a subsequent written change of email address that has been given according to the facility's procedures. To indicate that you understand and accept the contents of this notice and agree to the option to receive electronic communication, you must check the box that appears next to this paragraph.**

IN WITNESS WHEREOF, the parties have executed this Agreement:

BY \_\_\_\_\_  
(PRINT NAME) For Pokegama Pines

(Date)

BY \_\_\_\_\_  
(PRINT NAME) For Renter

(Date)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE