



**Big Green Umbrella Real Estate, LLC  
Storage Rental Agreement**

Owner and Renter hereby agree as follows:

**Section 1. Location of Premises**

Owner leases to Renter, and Renter leases from Owner, storage space determined by Owner (the “Premises”) located at 104 Industrial Road, Guthrie Center, Iowa, 50115 (the “Facility”).

**Section 2. Term and Termination**

This agreement shall commence as of the signing date and shall continue for the term specified in paragraph 3.

**Section 3. Rent and Rental Term**

Renter shall pay Owner a rental fee for the premises as follows (mark one):

- Winter Season Term.** Renter shall pay Owner for up to eight (8) months (October through May) in an advance payment of \$ \_\_\_\_\_, which shall be due upon execution of this agreement. Vehicle/boat/trailer is to be brought to Premises at a pre-arranged date and time during the month of September and removed at a pre-arranged date and time during the month of May. No refund will be given if Renter vacates Big Green Umbrella Real Estate facility prior to the end of the term.
  
- Summer Season Term.** Renter shall pay Owner for up to four (4) months (June through September) in an advance payment of \$ \_\_\_\_\_, which shall be due upon execution of this agreement. Vehicle/boat/trailer is to be brought to Premises at a pre-arranged date and time during the month of June and removed at a pre-arranged date and time during the month of September. No refund will be given if Renter vacates Big Green Umbrella Real Estate facility prior to the end of the term.

**Section 4. Fees**

1. All rental fees shall be paid in advance via check or credit card.
2. Renter agrees to pay Owner as additional rent a fee of \$25 for each returned check.
3. If Renter is delinquent in the payment of any rent or other charges due under this Agreement for more than (90) days, Renter shall pay a lien handling charge of \$150 for Owner’s costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs.
4. In the event Renter fails to vacate the premises at the conclusion of the term, a holdover fee of \$25 shall be assessed for each day beyond the conclusion of the term until vacation by Renter or termination by Owner pursuant to Section 10 occurs.

**Section 5. Use of Premises and Compliance with Law**

Renter acknowledges and agrees that Owner exercises neither care, custody, nor control over property stored by Renter, and that no bailment or deposit of goods for safekeeping is intended or created under this Agreement. Renter shall not store any improperly packaged food or perishable goods, controlled or illegal substances, flammable materials, materials subject to spontaneous combustion, or explosives or other

inherently dangerous material on the Premises or the Facility. Renter shall comply with all laws, rules, regulations, and ordinances of any and all governmental authorities concerning the Premises and its use. Except for gasoline, motor oil and other lubricants that are stored or reserved in the engine of said boat or vehicle or tank(s) installed in a boat or vehicle, Renter shall not permit any Hazardous Materials to be stored on the Premises.

## **Section 6. Insurance**

**ALL PERSONAL PROPERTY IS STORED BY RENTER AT RENTER'S SOLE RISK. INSURANCE IS RENTER'S SOLE RESPONSIBILITY. RENTER UNDERSTANDS THAT OWNER DOES NOT INSURE RENTER'S PERSONAL PROPERTY.** Renter, at Renter's sole expense, shall maintain a policy or policies of insurance covering collision, personal injury, fire, burglary, vandalism and malicious mischief. The policy or policies shall cover the actual cash value of stored property. Insurance on Renter's stored property is a material condition of this Agreement, and is for the benefit of both Renter and Owner. Failure to carry the required insurance is an election to self-insure for the full value of all property stored, and Renter assumes all risk of loss of stored property as set forth above. Owner and Owner's agents, affiliates, authorized representatives, and employees (collectively "Owner's Agents") will not be responsible for, and Renter hereby releases Owner and Owner's Agents from any responsibility for, any loss, liability, claim, expense, damage to personal property, or injury to persons ("Loss"), including, without limitation, any Loss arising from the active or passive acts, omission, or negligence of Owner or Owner's Agents (the "Released Claims"). Renter waives any rights of recovery against Owner or Owner's Agents for the Released Claims, and Renter expressly agrees that the carrier of any insurance obtained by Renter shall not be subrogated to any claim of Renter against Owner or Owner's Agents.

## **Section 7. Release; Indemnity**

1. Renter hereby releases Owner and Owner's Agents from any and all loss, liability, claim, expense, or damage to any property located on or about the Premises or the Facility from any cause whatsoever, including, but not limited to burglary, fire, water damage, mysterious disappearance, rodents, malicious mischief, insects, acts of God, or the active or passive acts, omissions or negligence, of Owner or Owner's Agents, unless the loss, liability, claim, expense, or damage is caused directly by Owner's fraud, willful injurious actions, or willful violation of law.
2. Renter further releases Owner and Owner's Agents for any injury or death suffered by any person occurring in or about the Premises or the Facility.
3. Renter shall indemnify, defend, and hold Owner and Owner's Agents harmless from any and all demands, losses, liabilities, claims, expenses, damages, or causes of action whatsoever that are brought or made by others and that arise out of, or are connected in any way with, Renter's use of the Premises and Facility.

## **Section 8. Owner's Lien**

Renter acknowledges and understands that pursuant to the Iowa Self-Service Storage Facility Lien Act, Renter's property stored in the Premises shall be subject to a lien in favor of Owner for all rents and other charges payable under this Agreement.

## **Section 9. No Warranties**

Owner hereby disclaims any implied or express warranties, guarantees, or representations of the nature, condition, safety, or security of the Premises and the Facility. Renter acknowledges and agrees that this Agreement does not create any contractual duty for Owner to increase or maintain such safety or security.

## **Section 10. Termination and Default**

This agreement shall terminate at the expiration of the term. Further, this Agreement may, at the option of Owner, be terminated upon any default by Renter under the terms of this Agreement.

**Section 11. Notification of Change of Address**

In the event Renter shall change Renter’s place of residence, Renter shall give Owner written notice by email or mail of any such change within 30 days of change.

**Section 12. Assignment**

Renter shall not assign or sublease the Premises or the Agreement.

**Section 13. Governing Law and Venue**

This Agreement has been negotiated and executed in the State of Iowa and shall be governed by and construed under the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

Date: \_\_\_\_\_

**OWNER**

By: \_\_\_\_\_  
Shane Goodman, Manager  
Big Green Umbrella Real Estate, LLC

**RENTER**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Vehicle description: \_\_\_\_\_

Vehicle VIN: \_\_\_\_\_

Owner of vehicle: \_\_\_\_\_



**Big Green Umbrella Real Estate, LLC  
Storage Rental Terms and Conditions**

In consideration of the fees and charges herein set forth and subject to the following Terms and Conditions Big Green Umbrella Real Estate agrees to permit the Renter to store the vehicle/boat/trailer.

**Ownership of Vehicle/Boat/Trailer**

Renter represents and warrants that he or she is the sole owner of the vehicle/boat/trailer and that the vehicle/boat/trailer is registered in the name of Renter. Renter agrees that proof of ownership and insurance must accompany this agreement. Renter agrees that Big Green Umbrella Real Estate has the right to request proof of continued ownership and insurance at any time during the term of this agreement. Renter must maintain a valid current license plate and registration of the vehicle/boat/trailer while it is in Big Green Umbrella Real Estate facility.

**Rental Period**

The winter storage rental period is from October to May, and the summer storage rental period is from June to September. The rental season is to be paid in full before or on the day of delivery to Big Green Umbrella Real Estate. Once the vehicle/boat/trailer is dropped off for the current season, there will be no access to the vehicle/boat/trailer until the end of the current season. If there is a situation where Renter needs access to his or her vehicle/boat/trailer, this will need to be discussed with Big Green Umbrella Real Estate, and the situation will be assessed. Summer storage rates includes the return of an empty boat trailer. Any items left in Big Green Umbrella Real Estate facility past a scheduled pick up date will result in a 30-day minimum prorated charge. No refund will be given if Renter vacates Big Green Umbrella Real Estate facility prior to the end of the season or additional months.

**Winterizing**

Renter is responsible for having your vehicle/boat winterized prior to the scheduled drop of date. This service is not provided by Big Green Umbrella Real Estate.

**Delinquent Payments**

If any payment has not been received on the date due Big Green Umbrella Real Estate will send Renter a statement indicating the payment plus a late charge or \$15 due immediately. It is understood by Renter that if rent is not paid within ten (10) days of due date, Big Green Umbrella Real Estate has the right to remove the vehicle/boat/trailer and have it impounded and all expenses thereof shall be charged to the Renter.



**Big Green Umbrella Real Estate, LLC  
Storage Renter Details**

First Name

Last Name

Email

Phone Number

Drop-off Date

Driver License Number

Year, make and model of stored item

Vehicle ID

Length of Item

Width of Item

License/Boat Registration Number

Insurance Carrier

Insurance Policy Number