

**BLUE DOOR RV & SELF-STORAGE, LLC
FACILITY LEASE AGREEMENT**

This Lease Agreement is made this _____ day of _____, 20____, by and between Blue Door RV & Self-Storage, LLC (“Owner”) and the following person:

_____ (“Tenant”).

In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. TERMS. The following terms shall apply to this Agreement:

_____ Outdoor space number (see Paragraph 3)
_____ Indoor space number (see Paragraph 3)
\$ _____ Monthly Rental Amount (see Paragraph 4)
\$ _____ Amount of security deposit (see Paragraph 5)
_____ Term of Agreement (see Paragraph 7)
____/____/____ Rental Start Date

2. TENANT INFORMATION.

(Name)
(Address)
(City, State, Zip)
(Phone)
(Email)
(Employer)
(Work Phone)
(Social Security #)
(Relative name)

3. THE PREMISES. The Premises that is the subject of this Agreement shall be the unit(s) described under Paragraph 1 above, and located at 27083 S. Gayle Avenue, Tea, South Dakota 57064.

4. RENT. The Tenant shall pay as rental for the Premises, the monthly sum appearing in Paragraph 1 above, which includes any applicable sales tax. Rent for any partial “beginning” month shall be pro-rated. On execution of this Agreement, Tenant shall pay the Monthly Rental Amount, in addition to any pro-rated month. Thereafter, each successive payment shall be the first (1st) day of each month during the term of this Agreement. No pro-rated amounts are offered at the ending of the lease.

5. **SECURITY DEPOSIT.** Owner acknowledges receipt of the above amount as a security deposit from the Tenant as security and cleaning deposit. The Owner will inspect the Premises after it has been vacated and will, within 30 (thirty) days, return the remaining security deposit, if any to the Tenant. A written statement showing the specific reasons for the withholding of the deposit or any portion thereof, and any additional amounts that may be due and owing is available by written request. Tenant agrees that any amounts expended by the Owner pursuant to SDCL § 44-14, and not reimbursed by Tenant to Owner, shall be deducted out of the aforementioned Security Deposit. **A written notice to vacate is required for return of any Security Deposit.** A ten-dollar (\$10) process fee will be charged to reimburse unused portions of prepaid rent.
6. **LATE PAYMENTS; LATE FEES.** Any payment received after its due date shall be subject to a late charge of ten dollars (\$10.00) per unit, per month for each payment. In addition, any payment not made by the due date shall draw an additional fee of one dollar (\$1) per unit, per day, per month for each payment. Tenant shall also be responsible for all costs incurred by Owner as a result of any check being returned for insufficient funds or for any reason whatsoever, plus an additional thirty dollar (\$30.00) fee or the maximum amount allowed by law, whichever is higher. Owner reserves the right to require cash, a cashier's check or money order in lieu of any check tendered by Tenant.
7. **TERM OF AGREEMENT.** The term of this Agreement shall be for the period stated above in Paragraph 1. After the expiration of the original term, this Agreement shall be automatically extended on a month-to-month basis, provided that the Tenant is not in default under the terms of this Agreement.
8. **CONDITION AND USE OF PREMISES.**
- AS-IS CONDITION. Tenant accepts the Premises in its existing condition. No representation, statement or warranty, express or implied, has been made by or on behalf of the Owner as to the condition of the Premises and in no event shall the Owner be liable for any defect in such Premises or any limitation of its use.
 - CONTENTS. Tenant shall not place, or allow to be placed, any hazardous and/or flammable materials in or around the Premises, nor use the premises as a residence or workplace. Gasoline contained in any approved tank and attached to any vehicle shall be no more than half full to allow for expansion due to heat. Outside storage must be kept within boundaries of the rented space and will be subject to fees to move Tenants property back into boundaries, or charge for extra space. No animals and/or human may reside on premise.
 - CLIMATE CONTROL. Tenant acknowledges that there is no climate control provided in the Premises which prohibits safe storage of photographs, antiques and heirlooms. Any storage of materials which may require climate control is done so at the sole risk of Tenant.
 - OWNER'S ACCESS. Owner reserves the right to enter the Premises at all reasonable hours to inspect and care for the Premises and to make such repairs, additions or alterations as deemed appropriate by Owner. Owner reserves the right to move Tenant's property for maintenance and other purposes.
9. **DEFAULT.** At the Owner's sole discretion, Owner may terminate this Agreement for any reason, upon the failure of the Tenant to perform any covenant required of said Tenant, or within fifteen (15) days after written notice to the Tenant's last known address of such default by the Owner; or the failure to pay any rent owed hereunder within five (5) days after the same becomes due. In the case of failure to pay rent, no written notice shall be required.
10. **TERMINATION.**
- SURRENDER OF PREMISES. At the expiration or termination of this Agreement, the Tenant shall surrender the Premises to Owner, in a condition equal to the condition of the Premises at the beginning of this Agreement, reasonable use and wear and damage by elements excepted.
 - DENIAL OF ACCESS. If the Tenant shall default under the terms of this Agreement, Owner may deny access to the Premises by placing lock or denying access-code information to the Tenant until all defaults are cured pursuant to SDCL § 44-14-3(3)(c) and any amendments thereto. Tenant shall pay a service fee of twenty-five dollars (\$25.00) to have the locking mechanism removed and/or access removed and/or re-established.
 - OWNER'S LIEN ON ALL PERSONAL PROPERTY. Pursuant to SDCL § 44-14-2, the Owner shall have a lien on all personal property located at the Premises for rent, labor, expenses necessary for the preservation of the property, expenses incurred if it becomes necessary for Owner to commence legal action to collect any sums

provided for in this Agreement, and for expenses reasonably incurred in the sale or disposition pursuant to SDCL § 44-14.

- d. **ABANDONED PROPERTY.** Upon the termination or expiration of this Agreement, if the Tenant should leave property not removed within fifteen (15) days of notice given pursuant to SDCL § 44-14-3, the property shall be deemed abandoned and upon compliance with SDCL § 44-14-3, the Owner may sell or dispose of the property, and the Owner shall not be responsible to the Tenant for the theft, removal, damage or destruction of said property.
- e. **DISPOSAL FEE.** Tenant shall pay an abandoned property disposal charge of fifty dollars (\$50.00) plus any expenses, including a reasonable amount of attorney fees, incurred by the Owner if it becomes necessary for Owner to commence legal action to collect any sums provided for in this Agreement.

11. MISCELLANEOUS.

- a. **ASSIGNMENT AND SUBLETTING AND BUSINESS USE.** Tenant may not assign or sublet the Property, this Agreement, Access Code, or any interest therein, without prior written consent of the Owner. Tenant may store business items, but may not conduct business on the premise.
- b. **TIME.** The parties agree that time is of the essence for this Agreement.
- c. **SEVERABILITY; CONSTRUCTION.** In the event any provision of this Agreement is determined to be unenforceable in full, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. In the event the terms of this Agreement conflict with the express terms of Schedule, the terms on the Schedule shall control.
- d. **LIMITATION OF DAMAGES.** Any provision herein to the contrary notwithstanding, in no event shall Owner be liable to Tenant for indirect, incidental, consequential, or punitive damages arising from the breach of this Agreement. Owner and Tenant agree that no facility is completely secure. Tenant is encouraged to take reasonable steps to secure Tenant's property. For any claim arising out of or relating to this Agreement, the monetary liability of Owner to Tenant shall be limited to the amount of rent paid by Tenant not to exceed three (3) months rent.
- e. **AMENDMENT; WAIVER.** Any term of this Agreement may be amended only with the written consent of both the Owner and Tenant and no waiver shall be effective against the other party unless evidenced by a writing.
- f. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of South Dakota, without regard to the conflict of law principles. THE PARTIES HERETO IRREVOCABLY CONSENT TO THE JURISDICTION OF THE SOUTH DAKOTA, 2ND JUDICIAL CIRCUIT.
- g. **AGREEMENT.** This writing constitutes the entire Agreement of the parties.
- h. **NOTICES.** Tenant agrees to give written notice to terminate this Agreement. Failure to give notice shall default all remaining deposits to Owner. All notices to Tenant shall be sent to the Tenant's address as set forth above. Payments and notices shall be made payable to the Owner at the following address:

Blue Door RV & Self-Storage, LLC
1113 N. Duluth Avenue
Sioux Falls, SD 57104-1409

Dated this _____ day of _____, 20_____.

Tenant

Blue Door RV & Self-Storage, LLC – Owner
By: Steven L. VandenBerg, its Manager